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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TERESA MACCLELLAND; KAREN
UMBERGER; SCOTT WILLITS;
MICHAEL BRANOM; MOLLY BROWN;
MICHAEL CARNEY; TIM FRASCH;
PATRICIA GAGAN; ANNA GUTIERREZ;
LINDA JENKINS; AUGUSTUS JOHNSON;
WILLIAM KAUPELIS; MARILYN KAYE;
JANETTE LISNER; WILLIAM ERIC
LOUGH; DAVID MASSARO; LOUISE
MONSOUR; DARLEEN PEREZ;
GABRIELLE POZZUOLI; VALERIE
REED; BRUCE SCHRAMM; KERRY
SHOWALTER; JOHN ST.JARRE; GLORIA
STERN; EDNA TOY; TERESA TOY; and
VANESSA WEST;
For Themselves, As Private Attorneys
General, and On Behalf Of All Others
Similarly Situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP D/B/A VERIZON
WIRELESS; and
VERIZON COMMUNICATIONS INC.,

Defendants.

Case No. 3:21-cv-08592-EMC

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

- (1) VIOLATION OF CAL. CIVIL CODE § 1750;**
- (2) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17500;**
- (3) VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200**
- (4) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

JURY TRIAL DEMANDED

TABLE OF CONTENTS

I.	INTRODUCTION	1 -
II.	THE PARTIES	4 -
III.	JURISDICTION AND VENUE	5 -
IV.	FACTUAL ALLEGATIONS OF VERIZON’S ADMINISTRATIVE CHARGE SCHEME	6 -
A.	The Administrative Charge.	6 -
B.	Verizon Fails to Disclose the Administrative Charge to Customers When They Sign Up.	7 -
1.	Verizon Fails to Disclose the Administrative Charge In Retail Stores.	8 -
2.	Verizon Fails to Disclose the Administrative Charge In Telesales or Online Chat Sales.	9 -
3.	Verizon Fails to Disclose the Administrative Charge On Its Website Advertising.	10 -
C.	Verizon Continues to Deceive Customers After They Sign Up.	11 -
D.	Customers Cannot Cancel Without Penalty.	17 -
V.	PLAINTIFFS’ FACTUAL ALLEGATIONS	20 -
	Plaintiff Teresa MacClelland	20 -
	Plaintiff Karen Umberger	24 -
	Plaintiff Scott Willits	27 -
	Plaintiff Michael Branom	31 -
	Plaintiff Molly Brown	33 -
	Plaintiff Michael Carney	36 -
	Plaintiff Tim Frasch	39 -
	Plaintiff Patricia Gagan	42 -
	Plaintiff Anna Gutierrez	45 -
	Plaintiff Linda Jenkins	49 -
	Plaintiff Augustus Johnson	52 -
	Plaintiff William Kaupelis	55 -
	Plaintiff Marilyn Kaye	58 -
	Plaintiff Janette Lisner	61 -
	Plaintiff William Eric Lough	63 -

1	Plaintiff David Massaro.....	- 66 -
2	Plaintiff Louise Monsour.....	- 69 -
3	Plaintiff Darleen Perez	- 72 -
4	Plaintiff Gabrielle Pozzuoli	- 75 -
5	Plaintiff Valerie Reed	- 78 -
6	Plaintiff Bruce Schramm	- 81 -
7	Plaintiff Kerry Showalter	- 84 -
8	Plaintiff John St.Jarre	- 87 -
9	Plaintiff Gloria Stern	- 90 -
10	Plaintiff Edna Toy	- 93 -
11	Plaintiff Teresa Toy	- 96 -
12	Plaintiff Vanessa West	- 99 -
13	VI. CLASS ALLEGATIONS.....	- 102 -
14	CAUSES OF ACTION.....	- 105 -
15	<u>COUNT I</u> : Violation of the Consumers Legal Remedies Act	
16	("CLRA") California Civil Code § 1750 <i>et seq.</i>	- 105 -
17	<u>COUNT II</u> : Violation of California's False Advertising Law	
18	California Business and Professions Code § 17500 <i>et seq.</i>	- 110 -
19	<u>COUNT III</u> : Violation of California's Unfair Competition Law	
20	California Business and Professions Code § 17200 <i>et seq.</i>	- 113 -
21	<u>COUNT IV</u> : Breach of the Implied Covenant of Good Faith and	
22	Fair Dealing	- 117 -
23	PRAYER FOR RELIEF	- 119 -
24	DEMAND FOR JURY TRIAL	- 121 -

1 Plaintiffs Teresa MacClelland, Karen Umberger, Scott Willits, Michael Branom, Molly
2 Brown, Michael Carney, Tim Frasc, Patricia Gagan, Anna Gutierrez, Linda Jenkins, Augustus
3 Johnson, William Kaupelis, Marilyn Kaye, Janette Lisner, William Eric Lough, David
4 Massaro, Louise Monsour, Darleen Perez, Gabrielle Pozzuoli, Valerie Reed, Bruce Schramm,
5 Kerry Showalter, John St.Jarre, Gloria Stern, Edna Toy, Teresa Toy, and Vanessa West,
6 individually, as private attorneys general, and on behalf of all others similarly situated, allege
7 as follows, on personal knowledge and investigation of their counsel, against Defendants
8 Cellco Partnership d/b/a Verizon Wireless and Verizon Communications Inc. (hereinafter,
9 “Verizon” or “Defendants”):

10 **I. INTRODUCTION**

11 1. This case challenges a deceptive pricing scheme perpetrated by Verizon against
12 its wireless service customers. Verizon prominently advertises particular flat monthly rates for
13 its postpaid wireless service plans. Then, after customers sign up, Verizon actually charges
14 higher monthly rates than advertised and promised by padding the bill with an invented and
15 undisclosed so-called “Administrative Charge.” Verizon unilaterally sets the amount of the so-
16 called Administrative Charge at its sole discretion. The Administrative Charge is simply a
17 means for Verizon to charge more per month for the service itself without having to advertise
18 the higher prices.

19 2. Verizon first began sneaking the Administrative Charge into all of its postpaid
20 wireless customers’ bills in September 2005, initially at a rate of \$0.40 per month for each
21 phone line. Since then, Verizon has repeatedly increased the amount of the Administrative
22 Charge. The current amount of the Administrative Charge is \$1.95 per month for each phone
23 line—a nearly 5X increase from the original amount of the charge. Verizon has used the
24 Administrative Charge as a revenue lever to covertly jack up its monthly service prices and to
25 squeeze its existing subscribers for more cash whenever Verizon desires. To date, Verizon has
26 improperly collected over \$1 billion in additional charges from its California subscribers
27 through its Administrative Charge scheme.

28 3. The first time Verizon customers can possibly learn about the existence of the

1 Administrative Charge, or its amount, is on the online version of their monthly billing
2 statements—which they can only view online, and which they can only access *after* they sign
3 up for the service and cannot cancel without penalty.

4 4. For those customers who receive a mailed paper bill, Verizon provides no notice
5 about the amount of the Administrative Charge. There is no line item or listed amount for the
6 Administrative Charge on the paper bill; the mailed paper bill appears to be an abridged version
7 of the full online PDF version of the bill.

8 5. For those customers who are signed up for electronic billing and/or Auto Pay
9 (automatic payment), Verizon gives notification by email or text message only of the total
10 monthly charge, without listing or disclosing the existence of the Administrative Charge. Only
11 if those customers then created an online My Verizon profile to connect to their customer
12 account could the customer login and then view and download the full version of the bill,
13 which is only available as an online PDF.

14 6. However, even if a customer found and viewed the full PDF version of the bill,
15 Verizon there deliberately and affirmatively misrepresents the so-called Administrative Charge.
16 On the full PDF version of the bill, Verizon excludes the Administrative Charge from the
17 “Monthly charges” section, and instead puts the Administrative Charge in the “Surcharges”
18 section where Verizon lumps it together with government costs. Even worse, Verizon explicitly
19 and falsely states that the Administrative Charge is a “Surcharge” imposed on subscribers to
20 “cover the costs that are billed to us by federal, state or local governments.”

21 7. Thus, by Verizon’s own design, the monthly billing statements (whether printed
22 or electronic) serve to further Verizon’s scheme and keep customers from realizing they are
23 being overcharged.

24 8. Meanwhile, on a support page on its website, where it will not be viewed by
25 customers prior to their purchases, Verizon gives a *different* definition of the Administrative
26 Charge, claiming it is tied to various of Verizon’s operating costs including telephone company
27 interconnect charges and network facility and service fees—i.e., the basic costs of providing
28 wireless service, which a reasonable consumer would expect to be included in the advertised

1 price for the wireless service plan.

2 9. Moreover, the Administrative Charge is *not*, in fact, tied to Verizon's costs such
3 as interconnect charges and network facility fees. Verizon does not adjust the amount of the
4 Administrative Charge based on changes to Verizon's costs. Rather, Verizon sets and increases
5 the amount of the Administrative Charge based on company-wide operating income targets set
6 by Verizon senior management. Verizon simply uses the Administrative Charge as a revenue
7 lever to covertly jack up its monthly service prices and to increase its revenues whenever it
8 desires. This is corroborated by the fact that Verizon has more than doubled the amount of the
9 monthly Administrative Charge since 2015 (from \$0.95 to \$1.95), while during that same time
10 period, such costs have actually significantly *decreased* (like interconnection costs).

11 10. Meanwhile, Verizon's failure to include a line item for the Administrative
12 Charge on its printed bills, and Verizon's false statement on the full PDF version of the bill
13 (which is only available online) that the Administrative Charge recovers the costs billed to
14 Verizon by the government, are intended to ensure that customers do not notice or question the
15 Administrative Charge.

16 11. In all events, Verizon should clearly and accurately state the true monthly prices
17 for its postpaid wireless service plans in its price representations and advertising. Verizon has
18 failed to do so, and continues to fail to do so.

19 12. Plaintiffs, by this action, seek a public injunction for the benefit of the general
20 public to: (1) enjoin Verizon from falsely advertising the prices of its wireless service plans to
21 members of the general public; (2) enjoin Verizon from advertising or quoting a wireless
22 service plan price to members of the general public if that price does not include applicable
23 discretionary monthly service fees or charges, such as the Administrative Charge; and (3)
24 enjoin Verizon from representing or stating to members of the public that the Administrative
25 Charge is a tax, a charge imposed to recover costs billed to Verizon by the government, a pass-
26 through government cost, a government or regulatory fee, or a charge over which Verizon has
27 no control.

28 13. Plaintiffs further seek, on behalf of themselves and a class of all similarly

1 situated California consumers, restitution and/or damages, pre- and post-judgment interest, and
 2 permanent private injunctive relief. Plaintiffs also seek attorneys' fees and costs.

3 14. To be clear, Plaintiffs are *not* seeking to regulate the existence or amount of the
 4 Administrative Charge. Rather, Plaintiffs want Verizon to include the amount of the
 5 Administrative Charge in the wireless service plan prices it advertises to the general public, and
 6 to honestly and adequately disclose the Administrative Charge and its true nature and basis in
 7 Verizon's billing statements and in Verizon's communications with subscribers.

8 **II. THE PARTIES**

9 15. Plaintiff Teresa MacClelland is a citizen and resident of Eureka, California.

10 16. Plaintiff Karen Umberger is a citizen and resident of Eureka, California.

11 17. Plaintiff Scott Willits is a citizen and resident of Eureka, California.

12 18. Plaintiff Michael Branom is a citizen and resident of Pasadena, California.

13 19. Plaintiff Molly Brown is a citizen and resident of Novato, California.

14 20. Plaintiff Michael Carney is a citizen and resident of Los Angeles, California.

15 21. Plaintiff Tim Frasch is a citizen and resident of Gilroy, California.

16 22. Plaintiff Patricia Gagan is a citizen and resident of Los Angeles, California.

17 23. Plaintiff Anna Gutierrez is a citizen and resident of Whittier, California.

18 24. Plaintiff Linda Jenkins is a citizen and resident of Valencia, California.

19 25. Plaintiff Augustus Johnson is a citizen and resident of Eureka, California.

20 26. Plaintiff William Kaupelis is a citizen and resident of Placentia, California.

21 27. Plaintiff Marilyn Kaye is a citizen and resident of Chatsworth, California.

22 28. Plaintiff Janette Lisner is a citizen and resident of Tarzana, California.

23 29. Plaintiff William Eric Lough is a citizen and resident of Wildomar, California.

24 30. Plaintiff David Massaro is a citizen and resident of Yucaipa, California.

25 31. Plaintiff Louise Monsour is a citizen and resident of Eureka, California.

26 32. Plaintiff Darleen Perez is a citizen and resident of Long Beach, California.

27 33. Plaintiff Gabrielle Pozzuoli is a citizen and resident of Woodland Hills,
 28 California.

34. Plaintiff Valerie Reed is a citizen and resident of Eureka, California.

35. Plaintiff Bruce Schramm is a citizen and resident of Tarzana, California.

36. Plaintiff Kerry Showalter is a citizen and resident of Newbury Park, California.

37. Plaintiff John St.Jarre is a citizen and resident of Wildomar, California.

38. Plaintiff Gloria Stern is a citizen and resident of Temecula, California.

39. Plaintiff Edna Toy is a citizen and resident of Sacramento, California.

40. Plaintiff Teresa Toy is a citizen and resident of San Bruno, California.

41. Plaintiff Vanessa West is a citizen and resident of Woodland Hills, California.

42. Defendant Cellco Partnership d/b/a Verizon Wireless is a wholly-owned subsidiary of Verizon Communications Inc., and is chartered under the laws of Delaware, with its principal place of operations and nerve center in New Jersey.

43. Defendant Verizon Communications Inc. is chartered under the laws of Delaware, with its principal place of operations and nerve center in New Jersey.

III. JURISDICTION AND VENUE

44. **Subject Matter Jurisdiction.** This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2) because the amount in controversy, exclusive of interest and costs, exceeds \$5,000,000, and this is a proposed class action in which there are members of the proposed Class who are citizens of a state different from the Defendants.

45. **Personal Jurisdiction.** This Court has personal jurisdiction over Verizon because, without limitation, Verizon: (1) has purposely availed itself of the privileges of conducting business activities in California; (2) currently maintains systematic and continuous business contacts with California including marketing, selling, and issuing wireless services to Plaintiffs and other California consumers; and (3) maintains offices and retail locations throughout California. Verizon has sufficient minimum contacts with California to render the exercise of jurisdiction by this Court permissible.

46. **Venue.** Venue is proper pursuant to 28 U.S.C. §1391 because many of the Plaintiffs reside in this District (including Plaintiffs Teresa MacClelland, Karen Umberger, Scott Willits, Molly Brown, Tim Frasch, Augustus Johnson, Louise Monsour, Valerie Reed,

and Teresa Toy); many of the acts and transactions giving rise to this action occurred in this District; Verizon is authorized to conduct business in this District, has intentionally availed itself of the laws and markets within this District through distribution and sale of its services in this District, does substantial business in this District, and is subject to personal jurisdiction in this District.

IV. FACTUAL ALLEGATIONS OF VERIZON'S ADMINISTRATIVE CHARGE SCHEME

47. Verizon falsely advertises its wireless services at lower monthly rates than it actually charges customers by not disclosing, and not including in the advertised price, a so-called "Administrative Charge" which Verizon imposes on all postpaid wireless service customers each month.

48. Verizon uses the Administrative Charge to (1) charge more per month for the service itself without having to advertise the higher prices, and (2) as a way to covertly jack up the rates of its existing subscribers to extract additional revenue from its subscribers whenever it desires.

A. The Administrative Charge.

49. The Administrative Charge is a uniform, per-phone line flat charge that Verizon adds to the monthly bills of all Verizon postpaid wireless service customers across the country. Verizon unilaterally sets the amount of the Administrative Charge at its sole discretion.

50. Verizon first began imposing the Administrative Charge in September 2005, at an initial rate of \$0.40 per month per phone line. The charge was added to the bills of all postpaid wireless customers, including customers who had signed up for the services well before the Administrative Charge even existed. Verizon increased the Administrative Charge to \$0.70 per month per line in starting in March 2007. Until December 2015, the Administrative Charge remained under a dollar per month per phone line. In December 2015, Verizon raised the Administrative Charge from \$0.95 to \$1.23 per month per phone line. Verizon increased the Administrative Charge to \$1.78 per month per phone line starting in August 2019. Verizon then raised the Administrative Charge to the current rate of \$1.95 per month per phone line starting

1 in August 2020. Notably, the Administrative Charge has *more than doubled* since December
2 2015, from \$0.95 to \$1.95 per month per phone line.

3 51. To date, Verizon has improperly collected over \$1 billion in additional charges
4 from its California subscribers through its Administrative Charge scheme.

5 **B. Verizon Fails to Disclose the Administrative Charge to Customers When**
6 **They Sign Up.**

7 52. At all relevant times, Verizon has aggressively advertised its postpaid wireless
8 service plans through pervasive marketing directed at the consuming public in California and
9 throughout the United States, including via high-profile television, radio, and online
10 advertisements, and on its website and through materials at its numerous corporate-owned retail
11 stores and at the stores of third party retailers (e.g., Costco, Best Buy, the Apple Store, and
12 independent “Verizon Authorized Retailers”) where customers can sign up for Verizon wireless
13 services.

14 53. In all of these locations and through all of these channels, Verizon consistently
15 and prominently advertises particular flat monthly prices for its postpaid wireless service plans,
16 without disclosing or including the Administrative Charge in the advertised price. Neither the
17 existence nor amount of the Administrative Charge (let alone its true nature or basis) is
18 disclosed to customers prior to or at the time they sign up for Verizon’s service plans.

19 54. By way of example only, Verizon ran three broad-scale national television
20 advertisements in 2019, 2020, and 2021 that promoted the price for its postpaid wireless service
21 plans as \$35 per line per month per line when purchasing four lines.¹ The flat monthly rate was
22 prominently featured in the advertisements. There was *no asterisk* next to the advertised price,
23 and the only disclosure language was the phrase “Plus taxes and fees,” below the monthly rate.
24 The advertisements did not mention the Administrative Charge or what the additional “fees”
25 were or their amounts. Nor were the viewers directed anywhere to learn about the additional
26

27 ¹ The 2021 ad can be viewed at: <https://www.youtube.com/watch?v=O9Bh4EJPOKA>.
28 The 2020 ad can be viewed at: <https://www.youtube.com/watch?v=LFP9zmeS75I>.
The 2019 ad can be viewed at: <https://www.youtube.com/watch?v=jGBgLCFFVQA>.

1 “fees.”

2 55. As another example, Verizon ran similar broad-scale national television
3 advertisements in 2017 and 2018 that promoted the price for its postpaid wireless service plans
4 as \$40 per line per month when purchasing four lines.² These ads, too, had no asterisk next to
5 the advertised price, and the only disclosure language was the phrase “Plus taxes and fees,”
6 below the monthly rate. The advertisements did not mention the Administrative Charge or what
7 the additional “fees” were or their amounts. Nor were the viewers directed anywhere to learn
8 about the additional “fees.”

9 56. The phrase “Plus taxes and fees” does not constitute an adequate disclosure of
10 the Administrative Charge by Verizon, and is understood by the reasonable consumer to refer
11 to legitimate taxes and government-related fees passed on by Verizon to its customers.
12 (Meanwhile, on the customer bill, Verizon labels the Administrative Charge as a “Surcharge”
13 next to government-related surcharges, and not as a “fee.”) Moreover, the Administrative
14 Charge is, in fact, simply a disguised double-charge for the service itself.

15 **1. Verizon Fails to Disclose the Administrative Charge In Retail Stores.**

16 57. For years, when a consumer shops for a wireless service plan at a Verizon
17 corporate-owned store, the consumer is presented with the advertised and quoted monthly
18 service plan prices, and nothing is disclosed to the consumer about the existence of the
19 Administrative Charge. The Verizon stores use a uniform sales process in which a sales
20 representative utilizes a proprietary sales application on an in-store iPad. Verizon does not
21 disclose the Administrative Charge anywhere during this in-store sign-up process. Verizon
22 agents only tell customers the monthly plan price during this process (e.g., the “\$80/month
23 Unlimited plan”), and never mention the \$1.95 per-line so-called “Administrative Charge.”
24 Customers and prospective customers are not given the option to view the total monthly
25 charges on the in-store iPad sales application, and sales agents are unaware of (or are trained to

26 _____
27 ² The 2018 ad can be viewed at: [https://www.ispot.tv/ad/dogb/verizon-unlimited-plans-huge-](https://www.ispot.tv/ad/dogb/verizon-unlimited-plans-huge-news-ft-thomas-middleditch)
28 [news-ft-thomas-middleditch](https://www.ispot.tv/ad/dogb/verizon-unlimited-plans-huge-news-ft-thomas-middleditch).

The 2017 ad can be viewed at: <https://www.youtube.com/watch?v=41lGIXfLfjo>.

pretend to be unaware of) details beyond the fact that *taxes* will be charged on top of the advertised monthly service plan price.

58. In fact, the first time consumers can possibly learn about the existence of the Administrative Charge, or its amount, is on their online monthly billing statement *after* signing up—but consumers are not provided access to the online billing statement until at least one week after they sign up for the service and are financially committed to their purchase.

59. Customers may also sign up for Verizon wireless service plans at certain authorized third-party retail stores such as Costco, Apple, Best Buy, Walmart, Target, and independently-owned “Verizon Authorized Retailers.” The customer experience in these stores is, in all material respects pertinent to this action, the same as in Verizon corporate-owned stores. Thus, if a consumer shops for a Verizon wireless service plan at a third-party retailer, the consumer is presented with the advertised and quoted monthly service plan prices, and nothing is disclosed to the customer about the Administrative Charge. At these stores, like at the Verizon corporate-owned stores, the customer purchase process is conducted through a tablet or other electronic display, the relevant content of which is determined by Verizon and does not include a disclosure of the Administrative Charge. The pricing information and disclosures which are provided to customers in third-party stores are provided to the third-party retailers by Verizon.

2. Verizon Fails to Disclose the Administrative Charge In Telesales or Online Chat Sales.

60. Likewise, Verizon sales and customer service agents have been trained for years, as a matter of company policy, to present consumers with the advertised flat monthly prices for its service plans without disclosing the Administrative Charge. If a potential customer calls Verizon’s customer sales agents, or reaches out via web chat, and asks what if any other monthly charges will be added, the agents as a matter of company policy falsely say that the only additions to the advertised prices (besides subscriptions to extra services or features) are taxes or government-related fees that are outside of Verizon’s control.

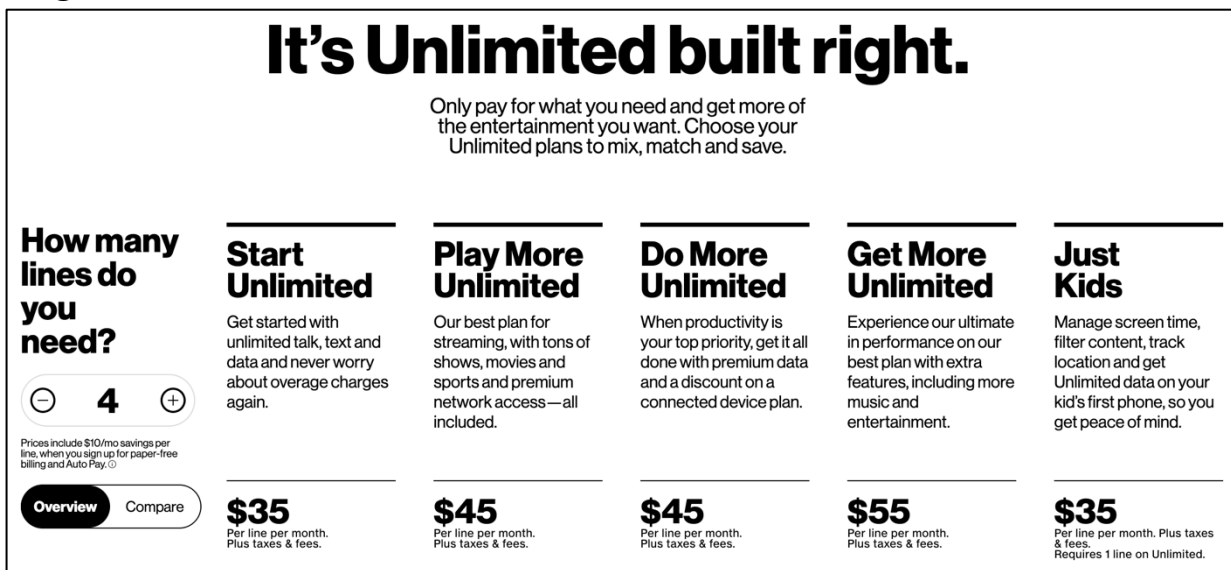
3. **Verizon Fails to Disclose the Administrative Charge On Its Website Advertising.**

61. Likewise, for years, Verizon's consumer website has advertised its postpaid wireless service plans by prominently featuring flat monthly prices for its service plans which do not include the amount of the Administrative Charge.

62. For example, when this case was filed, Verizon's website listed five postpaid wireless plan options under its postpaid "Unlimited" plans, and a configurator which showed different prices per line for each plan depending on how many lines (between one and four) the consumer selected. See the screenshot of the Verizon website taken on October 31, 2021 at

Figure 1 below:

Figure 1



63. Each of these options is presented as having a flat rate per month. The price does not have an asterisk and the only disclosure language is below the price, stating: "Plus taxes & fees." Customers can click a link directly under those advertised prices to sign up for those services. Neither the existence nor the amount of the Administrative Charge (which is in fact an additional \$1.95 per month per line, e.g., \$7.80 per month for four lines) is disclosed, even though Verizon intends to charge the Administrative Charge and knows its exact amount.

64. The "Plus taxes and fees" language does not constitute an adequate disclosure because a reasonable consumer would understand "taxes and fees" to mean legitimate taxes and

1 government-related fees passed on by Verizon to its customers (as opposed to a disguised
2 double-charge for the service itself). In fact, throughout the order process and on the final order
3 page, Verizon displays a line item charge labeled “Taxes and government fees”; the line item
4 can be expanded (by clicking a “+” sign) to display a list of the component (and legitimate)
5 taxes and government fees. Thus, a reasonable consumer would assume and understand that
6 *those* are the taxes and fees to which the phrase “Plus taxes & fees” in Verizon’s ads refers.
7 (Notably, on the customer bill itself, Verizon labels the Administrative Charge not as a “fee,”
8 but rather, as a “Surcharge.”) Meanwhile, throughout the online purchase process, Verizon has
9 no line item which contains or includes the Administrative Charge, and Verizon never includes
10 the amount of the Administrative Charge in the presented and quoted monthly “Total” price.

11 **C. Verizon Continues to Deceive Customers After They Sign Up.**

12 65. Verizon continues to deceive customers about the Administrative Charge and
13 the true monthly price of the services, even after they have signed up for the services.

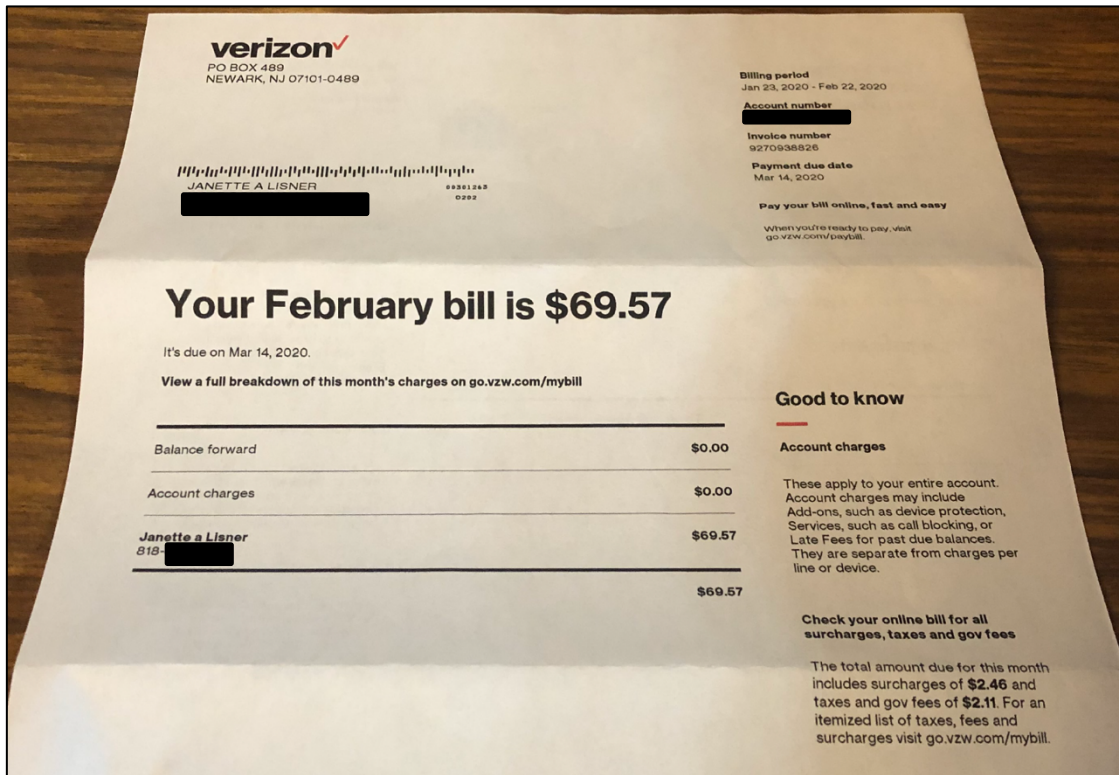
14 66. The first time Verizon customers can possibly learn about the existence of the
15 Administrative Charge, or its amount, is on the online version of their monthly bills—which
16 they can *only* view online, and which they can only access *after* they sign up for the service and
17 cannot cancel without penalty.

18 67. For those customers who receive a mailed paper bill, Verizon provides no notice
19 whatsoever about the amount of the Administrative Charge. The paper bill does not contain a
20 line item or listed amount for the Administrative Charge; the mailed paper bill appears to be an
21 abridged version of the full online PDF version of the bill.

22 68. For example, below (**Figure 2**) is a photo of Page 1 of the paper bill mailed to
23 Plaintiff Janette Lisner for the billing period January 23, 2020 – February 22, 2020.

Figure 2: Verizon's Mailed Paper Bill

Page 1 of Plaintiff Janette Lisner's February 22, 2020 Bill



69. Page 1 of Ms. Lisner's paper bill (above) lists a monthly total charge of \$69.57. On the right side of Page 1 of the bill is a column which contains a sentence that states: "The total amount due for this month includes surcharges of \$2.46 and taxes and gov fees of \$2.11." *Nowhere* on the printed bill is there a further breakdown of the component items of the "surcharges" or "taxes and gov fees" and their individual amounts. *Nowhere* on the bill is there a line item for the Administrative Charge or any information regarding its amount.

70. For those customers who are signed up for electronic billing and/or Auto Pay (automatic payment), Verizon gives notification by email or text message of only the total monthly charge, without listing or disclosing the existence of the Administrative Charge. Only if those customers created an online My Verizon profile to connect to their customer account could the customer login and get access to the full PDF version of the bill.

71. Even if a customer created a My Verizon profile and took actions to view the electronic version of the bill on the My Verizon app or website, the My Verizon billing center is further designed to hide the Administrative Charge. The default view for the Verizon bill on

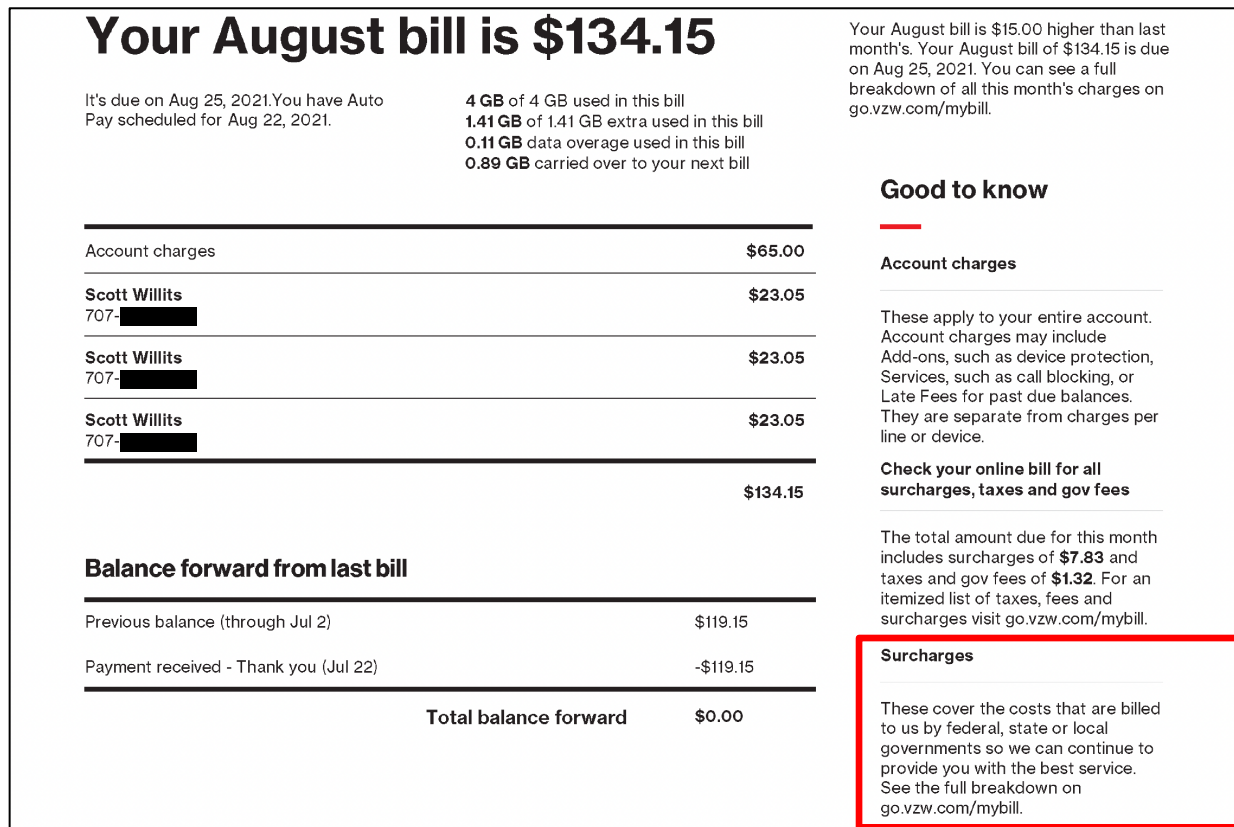
1 the My Verizon app or website includes only the total monthly charge, and does not include
2 any more detail or line items.

3 72. If the customer desired to view the *full* detailed version of the bill (which is
4 accessible *only* online, and only as a PDF), the customer would need to figure out how to
5 navigate to and download and view the PDF file of the bill in the My Verizon app or website.

6 73. For those customers who find and view the full PDF bill, Verizon then makes
7 intentional misrepresentations about its plan prices and the nature of the Administrative
8 Charge. On the full PDF version of the bill, Verizon excludes the Administrative Charge from
9 the “Monthly charges” section, and instead puts the Administrative Charge in the “Surcharges”
10 section where Verizon lumps it together with government costs. **Even worse, Verizon**
11 **explicitly and falsely states that the Administrative Charge is a “surcharge” imposed on**
12 **subscribers to “cover the costs that are billed to us by federal, state or local**
13 **governments.”**

14 74. Below (**Figure 3**) is an image of the first page of Plaintiff Scott Willits’ full
15 PDF August 2021 bill, which was only available online. There Verizon declares that
16 “Surcharges” (which is how Verizon labels the Administrative Charge) are to “cover the costs
17 that are billed to us by federal, state or local governments.” A red box is added to the bill image
18 below to highlight the relevant text:
19
20
21
22
23
24
25
26
27
28

Figure 3



75. Below (**Figure 4**) is the third page of Mr. Willits' same August 2021 bill, where Verizon labels the so-called Administrative Charge as such a "Surcharge," i.e., as a charge imposed on subscribers to recover costs billed to Verizon by the government. A red box is added to highlight the Administrative Charge:

Figure 4

Account Charges		\$65.00
0.89 GB of unused data will carry over to next month (Aug 3 - Sep 2)		
One-time charges and credits		\$15.00
Unused Carryover data from last month expired August 2.	Data Overage - 1 Additional GB At \$15/GB	\$15.00
Monthly charges and credits		\$50.00
You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of \$5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.	The new Verizon Plan Medium 4 GB (Aug 3 - Sep 2)	\$50.00
	4 GB Shared Data, Carryover Data, Unlimited Talk and Text	
Shared data usage		Used/Allowance
All shared lines		5.52 / 5.41 GB
Types of data you used		Used/Allowance
The new Verizon Plan Medium 4 GB		4 / 4 GB
Carryover from last month (Jul 3 - Aug 2)		1.41 / 1.41 GB
Overage		0.11 / 1 GB
Scott Willits		\$23.05
707- [REDACTED]		
SAMSUNG GALAXY S7 BLACK 32GB		
Monthly charges and credits		\$20.00
Smartphone Line Access (Aug 3 - Sep 2)		\$20.00
Surcharges		\$2.61
Fed Universal Service Charge		\$0.45
Regulatory Charge		\$0.21
Administrative Charge		\$1.95
Taxes and gov fees		\$0.44
CA State 911 Surcharge		\$0.30
CA Teleconnect Fund Surchg		\$0.01
CA State High Cost Fund (A)		\$0.01

1 76. As reflected above, Verizon excludes the Administrative Charge from the
 2 “Monthly charges and credits” section of the full PDF bill. Verizon instead disguises the
 3 invented Administrative Charge by putting it in the “Surcharges” section where it is lumped
 4 together with true government costs billed to Verizon such as the “Federal Universal Service
 5 Charge.”

6 77. Verizon’s labeling and description of the Administrative Charge as a
 7 “Surcharge” imposed on subscribers to “cover the costs that are billed to us by federal, state or
 8 local governments” is a false statement of material fact intended to fool its subscribers.

9 78. Notably, on a support page on its website, Verizon gives a *different* definition of
 10 the Administrative Charge, claiming it is charged to “defray” “charges we, or our agents, pay
 11 local telephone companies for delivering calls from our customers to their customers” (i.e.,
 12 interconnect charges) and “fees and assessments on our network facilities and services.” But
 13 interconnect charges and network facility and service fees are the basic costs of providing
 14 wireless service, which a reasonable consumer would expect to be included in the advertised
 15 price for the wireless service plan. To the extent that some part of the Administrative Charge is
 16 used to defray an actual cost imposed on Verizon by a government, that part is minuscule and
 17 immaterial.

18 79. Moreover, the amount of the Administrative Charge that Verizon chooses to
 19 impose is *not*, in fact, tied to Verizon’s costs such as interconnect charges and network facility
 20 and service fees. Verizon does not adjust the amount of the Administrative Charge based on
 21 changes to Verizon’s costs. Rather, Verizon sets and increases the amount of the
 22 Administrative Charge based on company-wide operating income targets set by Verizon senior
 23 management. Verizon uses the Administrative Charge as a revenue lever to covertly jack up its
 24 monthly service prices and to squeeze its existing subscribers for more cash whenever Verizon
 25 desires. This is corroborated by the fact that Verizon has more than doubled the amount of the
 26 monthly Administrative Charge since 2015 (from \$0.95 to \$1.95), while during that same time
 27 period, such costs have actually significantly *decreased* (like interconnection costs).

28 80. Thus, by Verizon’s own design, the monthly billing statements (whether printed

1 or electronic) serve to further Verizon's scheme and keep customers from realizing they are
2 being overcharged.

3 81. And, because Verizon has increased the Administrative Charge by less than a
4 dollar each time, if a customer noticed that the bill total was slightly higher than the previous
5 month, the customer would reasonably assume that the increase was a result of legitimate taxes
6 and other government-related charges, which customers understand can vary month-to-month.

7 **D. Customers Cannot Cancel Without Penalty.**

8 82. Even if a customer notices the Administrative Charge on the very first bill,
9 Verizon's stated and posted policies prevent its customers from backing out of the deal without
10 penalty.³

11 83. First, when customers sign up they pay a one-time activation fee of \$35.00 that
12 is refundable for only three days—well before they receive access to their first monthly bill,
13 which does not occur until more than a week after they sign up.

14 84. Second, customers who signed up for a two-year service commitment (the
15 majority of customers until at least 2016) are charged an early termination fee of up to \$350 if
16 they cancel their service more than 14 days after purchase (again, the customers cannot even
17 receive notice of their first billing statement until at least a week after signing up). And, even if
18 a person managed to cancel his or her service within the 14-day period (which required
19 returning all purchased equipment in that time period), the customer *still* was required to pay
20 for his or her service through the date of cancellation.

21 85. Third, many customers purchase devices (such as new phones) with their service
22 plans; indeed, Verizon markets devices and wireless service plans in bundles. The devices can
23 only be returned to Verizon within the first 30 days after purchase. If customers return a device
24 within 30 days of purchase, they still must pay a \$50 restocking fee. If they wait longer than 30
25 days, it is too late, and they are on the hook for the full purchase price of the device.

26 86. Fourth, since approximately 2013, Verizon has offered installment plans to pay
27

28 ³ E.g., see Verizon's description of its return policy posted on its website at
<https://www.verizon.com/support/return-policy>, last accessed on October 31, 2021.

1 for new devices that are tied to customers' service plans. Instead of a one-year or two-year
2 service commitment, most Verizon wireless customers today ostensibly have a month-to-month
3 service plan but sign 24-month or 30-month installment agreements with Verizon under which
4 customers pay for their mobile phone (i.e., the device) in monthly installments. For example, a
5 customer would pay, for an \$800 phone, an equipment "installment" charge of \$33.33 on each
6 monthly Verizon bill for 24 months. If a customer cancels his or her wireless service plan any
7 time before the installment plan is paid off, the full outstanding balance of the device becomes
8 due immediately in a single balloon payment. Even if the customer noticed the Administrative
9 Charge on his or her very first monthly statement (despite Verizon's efforts to disguise it and to
10 falsely describe it as a government cost), and the customer thereby immediately chooses to
11 cancel her service, Verizon will demand that the customer immediately pay the entire
12 remaining \$800 balance all at once. (If the customer returns the device within the 30-day return
13 deadline, the customer must still pay the restocking fee mentioned above.) In this way the
14 installment plan balloon payment is similar to an early termination fee, creating a large
15 immediate cost to cancelling the Verizon service plan once customers learn the actual monthly
16 prices of their plans are higher than advertised.

17 87. The activation fee, restocking fee, early termination fee, and installment balloon
18 payment all function as ways to penalize and deter customers from cancelling after signing up,
19 and Verizon's policies (including the cancellation/return periods and how they relate to the
20 timing of the billing statements) are deliberately and knowingly designed by Verizon to lock
21 customers in if and when they deduce that they are being charged more per month than
22 advertised.

23 88. Because both the initial amount of the Administrative Charge was less than a
24 dollar and each of the subsequent increases to the Administrative Charge have been by less
25 than one dollar each, Verizon knows that customers are unlikely to notice the increased charge
26 on the total price of their monthly bills. Given that taxes and other government-related charges
27 can already vary by amounts smaller than one dollar from month to month, Verizon knows that
28 customers reasonably expect small changes in the total amount billed each month and will not

1 be able to tell that Verizon imposed or increased the Administrative Charge simply by
2 comparing the total amount billed that month to the total billed in the prior month or months.

3 89. Each time that Verizon has increased the amount of the Administrative Charge,
4 Verizon has intentionally not identified or disclosed on the first bill containing the increase that
5 the Administrative Charge is higher than it was in the previous month. Even a customer who
6 noticed the higher total charge and who then examined the full billing statement would have no
7 notice that Verizon had increased the amount of the Administrative Charge.

8 90. The only place Verizon mentions to existing customers that it plans to increase
9 the Administrative Charge is on the monthly billing statement *prior* to the month it is actually
10 raised, and even then, each time the Administrative Charge was increased, Verizon buried that
11 inadequate “disclosure” at the very end of the bill, among a mix of information and notices
12 unrelated to price increases.

13 91. For example, when Verizon increased the Administrative Charge to its current
14 rate of \$1.95 per month in August 2020, Verizon hid the only mention of the increase at the
15 very end of the full PDF bill issued *prior* to bill that contained the actual increase. The mention
16 was buried on this prior bill eleven paragraphs into a seldom-read section titled “Additional
17 Information.” The first ten paragraphs preceding it were standard paragraphs found in nearly
18 every monthly bill, and covered arcane topics like “Customer Proprietary Network Information
19 (CPNI)” and topics irrelevant to most customers. Neither the title of this section nor the first ten
20 paragraphs would alert customers that a *price increase* would be announced below in the
21 eleventh paragraph.

22 92. Even if customers noticed that Verizon imposed or increased the Administrative
23 Charge, they would have to pay penalties at that point if they wanted to cancel their Verizon
24 service. Verizon has drafted its contractual terms regarding cancellation fees and the like so
25 that there are no exceptions, meaning these cancellation fees and similar costs would apply no
26 matter how high Verizon chose to unilaterally increase the Administrative Charge.

27 93. Further, as described above in Section IV(C), Verizon has designed its monthly
28 billing statements (both paper and electronic) to further Verizon’s scheme and keep customers

1 from realizing they are being overcharged.

2 94. Regardless, Verizon should be including the amount of the Administrative
3 Charge as part of the advertised monthly price for its service plans, which as discussed herein it
4 has never done and still does not do. Verizon's failure to do so, in and of itself, constitutes an
5 unfair and deceptive practice that is actionable under the claims pled herein. Verizon uses the
6 Administrative Charge to charge more than advertised for its services, and as a lever to covertly
7 and improperly raise additional cash from its existing customers at Verizon's desire.

8 95. To be clear, Plaintiffs are *not* seeking to regulate the existence or amount of the
9 Administrative Charge. Rather, Plaintiffs want Verizon to include the amount of the
10 Administrative Charge in the wireless service plan prices it advertises to the general public, and
11 to honestly and adequately disclose the Administrative Charge and its true nature and basis in
12 Verizon's bills and in Verizon's communications with its subscribers.

13 **V. PLAINTIFFS' FACTUAL ALLEGATIONS**

14 **Plaintiff Teresa MacClelland**

15 96. Plaintiff Teresa MacClelland is, and at all relevant times has been, a citizen and
16 resident of Eureka, California.

17 97. Ms. MacClelland has been a continuous Verizon postpaid wireless customer
18 since at least 2008. She initially signed up on or around 2008 for Verizon postpaid wireless
19 service for her family in a Verizon corporate-owned store located in Eureka, California. She
20 signed up for two-year service contracts for four phones for herself, her husband, and her two
21 children. She also purchased four new phones along with the service contracts, as part of a
22 bundle.

23 98. When Ms. MacClelland purchased her wireless service plan for the four phone
24 lines, Verizon prominently advertised and quoted, to Ms. MacClelland and the public, that the
25 plan would cost a particular monthly price. Verizon did not disclose to Ms. MacClelland, at any
26 time before or when she signed up, that Verizon would charge her the Administrative Charge
27 on top of the advertised and promised monthly price.

28 99. Verizon charged Ms. MacClelland an Administrative Charge of \$0.70 per month

1 per line beginning on her first bill. Ms. MacClelland did not receive notice or adequate notice
2 that the Administrative Charge would be charged or regarding the true nature or basis of the
3 charge.

4 100. Verizon has continued to charge Ms. MacClelland an Administrative Charge on
5 each of her four phone lines every month from 2008 through the present.

6 101. During that time, Verizon has increased the amount of the Administrative
7 Charge charged to Ms. MacClelland several times. Until December 2015, the Administrative
8 Charge remained under a dollar per line each month. In December 2015, Verizon increased the
9 Administrative Charge from \$0.95 to \$1.23 per line each month (totaling \$4.92 per month for
10 all four phone lines). In August 2019, Verizon raised the Administrative Charge to \$1.78 per
11 line each month (totaling \$7.12 per month for all four phone lines). In August 2020, Verizon
12 once again increased the Administrative Charge, this time to \$1.95 per line each month
13 (totaling \$7.80 per month for all four phone lines), which is the current amount as of this filing.

14 102. Through its imposition of the Administrative Charge, Verizon has for 13 years
15 charged Ms. McClelland a higher price for her service plans each month than Verizon
16 advertised and that she was promised and expected to pay.

17 103. Since 2008, Ms. MacClelland has changed her Verizon service plan for the four
18 phone lines a few times. Ms. MacClelland has also purchased approximately a dozen or so
19 mobile phones over the years from Verizon for the four phone lines, typically once every
20 couple of years. Prior to 2014, Ms. McClelland would commit to 2-year service contracts with
21 Verizon each time she purchased a mobile phone. On or after 2014, Ms. MacClelland typically
22 purchased new phones from Verizon on 24-payment device installment plans.

23 104. Ms. MacClelland last updated her wireless service plan on or around 2016, at
24 the same time that she purchased two Google Pixel 1 phones on 24-payment device installment
25 plans. On or around 2019, Ms. MacClelland replaced her Google Pixel 1 phones with new
26 Google Pixel 3 phones, purchasing them on 24-payment device installment plans, but she did
27 not update her service plan at that time.

28 105. Each and every time since 2008 that Ms. MacClelland changed her wireless

1 service plan or purchased a new mobile phone, she did so in person at the Verizon corporate-
2 owned store located in Eureka, California.

3 106. Each and every time that Ms. MacClelland changed her wireless service plan,
4 Verizon prominently advertised and quoted, to Ms. MacClelland and the public, a particular
5 monthly price for the wireless service plan, and did not disclose the Administrative Charge.
6 The price that Verizon quoted and stated to Ms. MacClelland did not include the
7 Administrative Charge, nor did it reflect the true total amount she would be charged each
8 month (inclusive of the Administrative Charge, which Verizon charged on each of her lines).
9 Nor did Verizon disclose that the total price would or might increase as a result of increases to
10 the Administrative Charge. Likewise, each time that Ms. MacClelland purchased a new mobile
11 phone from Verizon, at no point before or during the process was the Administrative Charge
12 disclosed to her.

13 107. In particular, since approximately 2015 or so, each time Ms. MacClelland
14 visited the Verizon corporate-owned store in Eureka to change or update her wireless service
15 plan, a Verizon salesperson utilized a proprietary sales process on an iPad. During this in-store
16 process, Verizon represented the monthly price she would pay for the service, and Ms.
17 MacClelland reasonably relied upon that representation. During this process, Verizon never
18 disclosed the existence of, let alone the amount of, the Administrative Charge. The monthly
19 price that Verizon quoted and represented did not include the Administrative Charge, nor did it
20 reflect the true total amount she would be charged each month (inclusive of the Administrative
21 Charge).

22 108. For many years, Ms. MacClelland has been signed up for electronic billing, as
23 Verizon encouraged her to do. Each month, Ms. MacClelland receives an email notification
24 from Verizon informing her that her monthly service bill is ready and stating only the total
25 dollar amount of the bill. Ms. MacClelland then clicks on a link on the email to log into her My
26 Verizon account to pay the bill. As alleged above, Verizon's electronic billing, the My Verizon
27 online billing center and payment process, and the full online PDF version of the bill are
28 deliberately designed in a manner to hide and disguise the Administrative Charge. Verizon's

1 monthly electronic billing process and monthly statements did not inform or adequately
2 disclose to Ms. MacClelland that Verizon was adding an Administrative Charge to her bill each
3 month or disclose the true nature or basis of the charge.

4 109. Ms. MacClelland did not learn of the Administrative Charge's existence until it
5 was brought to her attention by her counsel in August 2021.

6 110. When Ms. MacClelland agreed to purchase her Verizon service plans, she was
7 relying on Verizon's prominent representations, in each instance, regarding the monthly price
8 of the service plans. Ms. MacClelland did not expect (and she was never told) that Verizon
9 would actually charge her a so-called Administrative Charge on top of the advertised service
10 plan price or that the true price of the services would include an additional Administrative
11 Charge for each phone line which Verizon could and would increase at its desire. That
12 information would have been material to her. Had she known that information she would not
13 have been willing to pay as much for her plans and would have acted differently.

14 111. Ms. MacClelland has a legal right to rely now, and in the future, on the
15 truthfulness and accuracy of Verizon's representations and advertisements regarding its
16 wireless service plan prices. Ms. MacClelland believes that she was given the services Verizon
17 promised her—just not at the price Verizon promised and advertised to her.

18 112. Ms. MacClelland remains a Verizon postpaid wireless customer as of this filing.
19 Ms. MacClelland does not have feasible options other than Verizon for good wireless service
20 coverage in her geographic area in Eureka, California. Ms. MacClelland desires to sign up for
21 different Verizon postpaid wireless service plans and Verizon device installment plans in the
22 future. However, Ms. MacClelland wants to be confident that the advertised and quoted price
23 for Verizon's service plans is the true and full price for the services (i.e., that it includes all
24 applicable discretionary monthly service charges such as the Administrative Charge). And, if
25 Verizon introduces any new or invented discretionary monthly service charge (like it did with
26 the Administrative Charge), Ms. MacClelland wants to be confident that Verizon will include
27 the amount of that service charge in the advertised and quoted service plan price.
28 Ms. MacClelland will be harmed if, in the future, she is left to guess as to whether Verizon's

1 representations are accurate and whether there are omissions of material facts regarding the
2 wireless service plans being advertised and represented to her.

3 **Plaintiff Karen Umberger**

4 113. Plaintiff Karen Umberger is, and at all relevant times has been, a citizen and
5 resident of Eureka, California.

6 114. Ms. Umberger has been a continuous Verizon postpaid wireless customer since
7 at least 2007. She initially signed up on or around 2007 for Verizon postpaid wireless service
8 for at least two phone lines in a Verizon store located in Fortuna, California. She signed up for
9 two-year service contracts for the phone lines. She also purchased new phones for each line
10 along with the service contracts, as part of a bundle.

11 115. When Ms. Umberger purchased her wireless service plan for the phone lines,
12 Verizon prominently advertised and quoted, to Ms. Umberger and the public, that the plan
13 would cost a particular monthly price. Verizon did not disclose to Ms. Umberger, at any time
14 before or when she signed up, that Verizon would charge her the Administrative Charge on top
15 of the advertised and promised monthly price.

16 116. Verizon charged Ms. Umberger an Administrative Charge beginning on her very
17 first bill. Ms. Umberger did not receive notice or adequate notice that the Administrative
18 Charge would be charged or regarding the true nature or basis of the charge.

19 117. Verizon has continued to charge Ms. Umberger an Administrative Charge every
20 month from 2007 through the present.

21 118. During that time, Verizon has increased the amount of the Administrative
22 Charge charged to Ms. Umberger several times. Until December 2015, the Administrative
23 Charge remained under a dollar per month per line. In December 2015, Verizon increased the
24 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
25 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
26 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
27 as of this filing.

28 119. Through its imposition of the Administrative Charge, Verizon has for 14 years

1 charged Ms. Umberger a higher price for her service plans each month than Verizon advertised
2 and that she was promised and expected to pay.

3 120. Since 2007, Ms. Umberger has changed her Verizon plan a few times.
4 Ms. Umberger has also purchased several mobile phones over the years from Verizon, typically
5 one for each phone line every couple of years. Prior to 2014, Ms. Umberger would commit to
6 2-year service contracts to Verizon each time she purchased a mobile phone. On or after 2014,
7 Ms. Umberger typically purchased new phones from Verizon on 24-payment device installment
8 plans. For most of this period, Ms. Umberger has had multiple phone lines on each of her
9 Verizon service plans. More recently, since approximately 2016, Ms. Umberger has had a
10 single phone line with Verizon.

11 121. Nearly every time since 2007 that Ms. Umberger changed her wireless service
12 plan or purchased a new mobile phone, she did so in person at the Verizon corporate-owned
13 store located in Eureka, California. The only exception that she can recall was in 2021 when
14 she purchased a new phone and changed her service plan over the phone with a Verizon
15 telephone agent.

16 122. Each and every time that Ms. Umberger changed her wireless service plan,
17 Verizon prominently advertised and quoted, to Ms. Umberger and the public, a particular
18 monthly price for the wireless service plan, and did not disclose the Administrative Charge.
19 The price that Verizon quoted and stated did not include the Administrative Charge, nor did it
20 reflect the true total amount she would be charged each month (inclusive of the Administrative
21 Charge, which Verizon charged on each of her lines). Nor did Verizon disclose that the total
22 price would or might increase as a result of increases to the Administrative Charge. Likewise,
23 each time that Ms. Umberger purchased a new mobile phone from Verizon, at no point before
24 or during the process was the Administrative Charge disclosed to her.

25 123. In particular, since approximately 2015 or so, each time Ms. Umberger visited
26 the Verizon store in Eureka to change or update her wireless service plan, a Verizon
27 salesperson utilized a proprietary sales process on an iPad. During this in-store process,
28 Verizon represented the monthly price she would pay for the service, and Ms. Umberger

1 reasonably relied upon that representation. During this process, Verizon never disclosed the
2 existence of, let alone the amount of, the Administrative Charge. The monthly price that
3 Verizon quoted and represented did not include the Administrative Charge, nor did it reflect the
4 true total amount she would be charged each month (inclusive of the Administrative Charge).

5 124. Ms. Umberger has been signed up for electronic billing and Auto Pay for at least
6 the past ten years, as Verizon encouraged her to do. Through this billing process,
7 Ms. Umberger receives a monthly Verizon billing email which states her bill total and informs
8 her that her bill will be automatically paid by the payment due date because she has Auto Pay.
9 Verizon's Auto Pay feature discourages customers from reviewing their monthly bill.
10 Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online billing center
11 and payment process, and the full online PDF monthly billing statements are deliberately
12 designed in a manner to hide and disguise the Administrative Charge. Verizon's monthly
13 electronic billing process and monthly statements did not inform or adequately disclose to Ms.
14 Umberger that Verizon was adding an Administrative Charge to her bill each month or disclose
15 the true nature or basis of the charge.

16 125. Ms. Umberger did not learn of the Administrative Charge's existence until it
17 was brought to her attention by her counsel in August 2021.

18 126. In or around late September 2021, Ms. Umberger's iPhone 8 stopped working
19 correctly and she called Verizon to purchase a new mobile phone. The telephone agent she
20 spoke to sold her a new iPhone on a 24-month installment plan, and told Ms. Umberger that she
21 also needed to change her service plan to one of Verizon's new "Unlimited" plans, which Ms.
22 Umberger did. The telephone agent never disclosed the Administrative Charge, and the
23 monthly price for the "Unlimited" plan that the agent quoted and represented did not include
24 the Administrative Charge, nor did it reflect the true total amount Ms. Umberger would be
25 charged each month (inclusive of the Administrative Charge) under the new service plan. If
26 Ms. Umberger were to cancel her Verizon wireless service before the installment payments for
27 the new iPhone are complete, she would have to pay the full remaining balance immediately in
28 a single balloon payment.

1 127. When Ms. Umberger agreed to purchase her Verizon service plans, she was
2 relying on Verizon's prominent representations, in each instance, regarding the monthly price
3 of the service plans. Ms. Umberger did not expect (and she was never told) that Verizon would
4 actually charge her a so-called Administrative Charge on top of the advertised service plan
5 price or that the true price of the services would include an additional Administrative Charge
6 for each phone line which Verizon could and would increase at its desire. That information
7 would have been material to her. Had she known that information she would not have been
8 willing to pay as much for her plans and would have acted differently.

9 128. Ms. Umberger has a legal right to rely now, and in the future, on the truthfulness
10 and accuracy of Verizon's representations and advertisements regarding its wireless service
11 plan prices. Ms. Umberger believes that she was given the services Verizon promised her—just
12 not at the price Verizon promised and advertised to her.

13 129. Ms. Umberger remains a Verizon postpaid wireless customer as of this filing.
14 Ms. Umberger does not have feasible options other than Verizon for good wireless service
15 coverage in her geographic area in Eureka, California. Ms. Umberger desires to sign up for
16 different Verizon postpaid wireless service plans and Verizon device installment plans in the
17 future. However, Ms. Umberger wants to be confident that the advertised and quoted price for
18 Verizon's service plans is the true and full price for the services (i.e., that it includes all
19 applicable discretionary monthly service charges such as the Administrative Charge). And, if
20 Verizon introduces any new or invented discretionary monthly service charge (like it did with
21 the Administrative Charge), Ms. Umberger wants to be confident that Verizon will include the
22 amount of that service charge in the advertised and quoted service plan price. Ms. Umberger
23 will be harmed if, in the future, she is left to guess as to whether Verizon's representations are
24 accurate and whether there are omissions of material facts regarding the wireless service plans
25 being advertised and represented to her.

26 **Plaintiff Scott Willits**

27 130. Plaintiff Scott Willits is, and at all relevant times has been, a citizen and resident
28 of Eureka, California.

1 131. Mr. Willits has been a continuous Verizon postpaid wireless customer for over 9
2 years. On or around 2012, Mr. Willits first signed up with Verizon for a postpaid wireless
3 service plan for three phone lines at the Verizon kiosk at his local Costco store. When he signed
4 up, he agreed to a two-year service contract. He also purchased two new phones—one for him
5 and one for his wife—along with the service contract, as part of a bundle.

6 132. To sign up for the service plan and the three phone lines, Mr. Willits completed
7 a Verizon-created process at the Costco store. When Mr. Willits purchased the wireless service
8 plan, Verizon prominently advertised and quoted, to Mr. Willits and the public, that the plan
9 would cost a particular monthly price. During this Verizon-created process at the Costco store,
10 Verizon represented the monthly price he would pay for the service, and Mr. Willits reasonably
11 relied upon that representation. During this process, Verizon never disclosed the existence of,
12 let alone the amount of, the Administrative Charge. The monthly price that Verizon quoted and
13 represented did not include the Administrative Charge, nor did it reflect the true total amount
14 he would be charged each month (inclusive of the Administrative Charge). Nor did Verizon
15 disclose that the total monthly price would or might increase as a result of increases to the
16 Administrative Charge.

17 133. Mr. Willits's first Verizon bill included an Administrative Charge for each of his
18 three phone lines. Verizon has continued to charge Mr. Willits an Administrative Charge each
19 month for all three phone lines from 2012 to the present. Initially, the Administrative Charge
20 for each phone line was less than a dollar per line per month. However, in December 2015,
21 Verizon increased the Administrative Charge from \$0.95 to \$1.23 per line each month (totaling
22 \$3.69 a month for all three phone lines). In August 2019, Verizon raised the Administrative
23 Charge to \$1.78 per line each month (totaling \$5.34 a month for all three phone lines). In
24 August 2020, Verizon increased the Administrative Charge to \$1.95 per line each month
25 (totaling \$5.85 a month for all three phone lines), which is the current amount as of this filing.

26 134. Through its imposition of the Administrative Charge, Verizon has for 9 years
27 charged Mr. Willits a higher price for his service plans each month than Verizon advertised and
28 that he was promised and expected to pay.

1 135. In 2014, Mr. Willits went back to the Verizon kiosk at his local Costco to
2 purchase two new Samsung Galaxy S5 phones and to update his service plan. When he
3 purchased the phones and updated his plan, he agreed to a two-year service contract for each
4 phone. Again, when Mr. Willits purchased the wireless service plan pursuant to a Verizon-
5 created process at the Costco store, Verizon prominently advertised and quoted, to Mr. Willits
6 and the public, that the plan would cost a particular monthly price. Again, during this process,
7 Verizon never disclosed the existence of, let alone the amount of, the Administrative Charge.
8 Again, the monthly price that Verizon quoted and represented did not include the
9 Administrative Charge, nor did it reflect the true total amount he would be charged each month
10 (inclusive of the Administrative Charge). Again, Verizon did not disclose that the total monthly
11 price would or might increase as a result of increases to the Administrative Charge—and in fact
12 Verizon did increase the Administrative Charge in the middle of his supposedly fixed-rate
13 contract, in December 2015, from \$0.95 to \$1.23 per month per line.

14 136. In 2016, Mr. Willits went back to the Verizon kiosk at his local Costco to
15 purchase a new phone and to update his Verizon service plan. Mr. Willits purchased a new
16 Samsung Galaxy S7 on a 24-payment device installment plan. Again, when Mr. Willits updated
17 his wireless service plan pursuant to a Verizon-created process at the Costco store, Verizon
18 prominently advertised and quoted, to Mr. Willits and the public, that the plan would cost a
19 particular monthly price. Again, during this process, Verizon never disclosed the existence of,
20 let alone the amount of, the Administrative Charge. Again, the monthly price that Verizon
21 quoted and represented did not include the Administrative Charge, nor did it reflect the true
22 total amount he would be charged each month (inclusive of the Administrative Charge).

23 137. Mr. Willits has been signed up for electronic billing and Auto Pay for at least the
24 past four years, as Verizon encouraged him to do. Through this billing process, Mr. Willits
25 receives a monthly Verizon billing email which states his bill total and informs him that his bill
26 will be automatically paid by the payment due date because he has Auto Pay. Verizon's Auto
27 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged
28 above, Verizon's electronic billing, the My Verizon online billing center and payment process,

1 and the full online PDF monthly billing statements are deliberately designed in a manner to
2 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and
3 monthly statements did not inform or adequately disclose to Mr. Willits that Verizon was
4 adding an Administrative Charge to his bill each month or disclose the true nature or basis of
5 the charge.

6 138. Mr. Willits did not learn of the Administrative Charge's existence until it was
7 brought to his attention by his counsel in August 2021.

8 139. When Mr. Willits agreed to purchase his Verizon service plans, he was relying
9 on Verizon's prominent representations, in each instance, regarding the monthly price of the
10 service plans. Mr. Willits did not expect (and he was never told) that Verizon would actually
11 charge him a so-called Administrative Charge on top of the advertised service plan price or that
12 the true price of the services would include an additional Administrative Charge which Verizon
13 could and would increase at its desire. That information would have been material to him. Had
14 he known that information he would not have been willing to pay as much for his plans and
15 would have acted differently.

16 140. Mr. Willits has a legal right to rely now, and in the future, on the truthfulness
17 and accuracy of Verizon's representations and advertisements regarding its wireless service
18 plan prices. Mr. Willits believes that he was given the services Verizon promised him—just not
19 at the price Verizon promised and advertised to him.

20 141. Mr. Willits remains a Verizon postpaid wireless customer as of this filing.
21 Mr. Willits does not have feasible options other than Verizon for good wireless service
22 coverage in his geographic area in Eureka, California. Mr. Willits desires to sign up for
23 different Verizon postpaid wireless service plans and Verizon device installment plans in the
24 future. However, Mr. Willits wants to be confident that the advertised and quoted price for
25 Verizon's service plans is the true and full price for the services (i.e., that it includes all
26 applicable discretionary monthly service charges such as the Administrative Charge). And, if
27 Verizon introduces any new or invented discretionary monthly service charge (like it did with
28 the Administrative Charge), Mr. Willits wants to be confident that Verizon will include the

1 amount of that service charge in the advertised and quoted service plan price. Mr. Willits will
2 be harmed if, in the future, he is left to guess as to whether Verizon's representations are
3 accurate and whether there are omissions of material facts regarding the wireless service plans
4 being advertised and represented to him.

5 **Plaintiff Michael Branom**

6 142. Plaintiff Michael Branom is a citizen and resident of Pasadena, California.

7 143. Mr. Branom has been a continuous Verizon postpaid wireless customer since
8 2015, when he purchased a phone and signed up for one line of postpaid service in a Verizon
9 corporate-owned store in Tempe, Arizona.

10 144. When Mr. Branom purchased the phone and wireless service plan, Verizon
11 prominently advertised and quoted, to Mr. Branom and the public, that the plan would cost a
12 particular monthly price. Verizon did not disclose to Mr. Branom, at any time before or when
13 he signed up, that Verizon would charge him the Administrative Charge on top of the
14 advertised and promised monthly price.

15 145. Verizon charged Mr. Branom an Administrative Charge beginning on his very
16 first bill. Mr. Branom did not receive notice or adequate notice that the Administrative Charge
17 would be charged or regarding the true nature or basis of the charge.

18 146. Verizon has continued to charge Mr. Branom an Administrative Charge every
19 month from 2015 through the present.

20 147. During that time, Verizon has increased the amount of the Administrative
21 Charge charged to Mr. Branom several times. Until December 2015, the Administrative Charge
22 remained under a dollar per line each month. In December 2015, Verizon increased the
23 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
24 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
25 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
26 as of this filing.

27 148. Through its imposition of the Administrative Charge, Verizon has for 7 years
28 charged Mr. Branom a higher price for his service plans each month than Verizon advertised

1 and that he was promised and expected to pay.

2 149. Mr. Branom has changed his Verizon plan once. On or around April 2018, Mr.
3 Branom visited a Verizon corporate-owned store in Pasadena, California, where he changed his
4 wireless plan and added a second postpaid line for his wife. At that time Mr. Branom also
5 purchased new phones for himself and his wife. Mr. Branom entered into a 24-payment device
6 installment plan for each of the two phones. While at the Pasadena Verizon store, a Verizon
7 salesperson utilized a proprietary sales process on an iPad. During this in-store process,
8 Verizon represented the monthly price he would pay for the service, and Mr. Branom
9 reasonably relied upon that representation. During this process, Verizon never disclosed the
10 existence of, let alone the amount of, the Administrative Charge. The monthly price that
11 Verizon quoted and represented did not include the Administrative Charge, nor did it reflect the
12 true total amount he would be charged each month (inclusive of the Administrative Charge).
13 Similarly, when Mr. Branom purchased the two new mobile phones during that April 2018
14 Verizon store visit, at no point before or during the process was the Administrative Charge
15 disclosed to him.

16 150. Mr. Branom has been signed up for electronic billing and Auto Pay for the past
17 few years, as Verizon encouraged him to do. Through this billing process, Mr. Branom receives
18 a monthly Verizon text message which states his bill total and informs him that his bill will be
19 automatically paid by the payment due date because he has Auto Pay. Verizon's Auto Pay
20 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,
21 Verizon's electronic billing, the My Verizon online billing center and payment process, and the
22 full online PDF monthly billing statements are deliberately designed in a manner to hide and
23 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly
24 statements did not inform or adequately disclose to Mr. Branom that Verizon was adding an
25 Administrative Charge to his bill each month or disclose the true nature or basis of the charge.

26 151. Mr. Branom did not learn of the Administrative Charge's existence until it was
27 brought to his attention by his counsel in December 2021.

28 152. When Mr. Branom agreed to purchase his Verizon service plans, he was relying

1 on Verizon's prominent representations, in each instance, regarding the monthly price of the
2 service plans. Mr. Branom did not expect (and he was never told) that Verizon would actually
3 charge him a so-called Administrative Charge on top of the advertised service plan price or that
4 the true price of the services would include an additional Administrative Charge for each phone
5 line which Verizon could and would increase at its desire. That information would have been
6 material to him. Had he known that information he would not have been willing to pay as much
7 for his plans and would have acted differently.

8 153. Mr. Branom has a legal right to rely now, and in the future, on the truthfulness
9 and accuracy of Verizon's representations and advertisements regarding its wireless service
10 plan prices. Mr. Branom believes that he was given the services Verizon promised him—just
11 not at the price Verizon promised and advertised to him.

12 154. Mr. Branom remains a Verizon postpaid wireless customer as of this filing.
13 Mr. Branom desires to sign up for different Verizon postpaid wireless service plans and
14 Verizon device installment plans in the future. However, Mr. Branom wants to be confident
15 that the advertised and quoted price for Verizon's service plans is the true and full price for the
16 services (i.e., that it includes all applicable discretionary monthly service charges such as the
17 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
18 service charge (like it did with the Administrative Charge), Mr. Branom wants to be confident
19 that Verizon will include the amount of that service charge in the advertised and quoted service
20 plan price. Mr. Branom will be harmed if, in the future, he is left to guess as to whether
21 Verizon's representations are accurate and whether there are omissions of material facts
22 regarding the wireless service plans being advertised and represented to him.

23 **Plaintiff Molly Brown**

24 155. Plaintiff Molly Brown is, and at all relevant times has been, a citizen and
25 resident of Novato, California.

26 156. Ms. Brown has been a continuous Verizon postpaid wireless customer since at
27 least 2014. She initially signed up for Verizon postpaid wireless service for one line in a
28 Verizon corporate-owned store located in Novato, California, and she purchased a new phone

1 from Verizon at the same time.

2 157. When Ms. Brown purchased her wireless service plan, Verizon prominently
3 advertised and quoted, to Ms. Brown and the public, that the plan would cost a particular
4 monthly price. Verizon did not disclose to Ms. Brown, at any time before or when she signed
5 up, that Verizon would charge her the Administrative Charge on top of the advertised and
6 promised monthly price.

7 158. Verizon charged Ms. Brown an Administrative Charge beginning on her first
8 bill. Ms. Brown did not receive notice or adequate notice that the Administrative Charge would
9 be charged or regarding the true nature or basis of the charge.

10 159. Verizon has continued to charge Ms. Brown an Administrative Charge every
11 month from her first bill through the present.

12 160. During that time, Verizon has increased the amount of the Administrative
13 Charge charged to Ms. Brown several times. Until December 2015, the Administrative Charge
14 remained under a dollar per line each month. In December 2015, Verizon increased the
15 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
16 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
17 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
18 current amount as of this filing.

19 161. Through its imposition of the Administrative Charge, Verizon has for 7 years
20 charged Ms. Brown a higher price for her service plans each month than Verizon advertised
21 and that she was promised and expected to pay.

22 162. Ms. Brown has changed her Verizon service plan a few times over the years,
23 including to add three more lines for her two children and her husband. Ms. Brown has also
24 purchased several mobile phones over the years from Verizon. Each time Ms. Brown purchased
25 a new phone from Verizon, she entered into a 24-payment device installment plan for the
26 device. Currently, Ms. Brown is on a 24-payment device installment plan for her iPhone 12.

27 163. Most times since 2014 that Ms. Brown changed her wireless service plan or
28 purchased a new mobile phone, she did so in person at the Verizon corporate-owned store

1 located in Novato, California. However, in 2019, Ms. Brown went to the Verizon kiosk at her
2 local Target to purchase new phones for her children. And in 2020, Ms. Brown visited
3 Verizon's website to purchase her iPhone 12.

4 164. Each and every time that Ms. Brown changed her wireless service plan, Verizon
5 prominently advertised and quoted, to Ms. Brown and the public, a particular monthly price for
6 the wireless service plan, and did not disclose the Administrative Charge. The price that
7 Verizon quoted and stated to Ms. Brown did not include the Administrative Charge, nor did it
8 reflect the true total amount she would be charged each month (inclusive of the Administrative
9 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
10 increases to the Administrative Charge. Likewise, each time that Ms. Brown purchased a new
11 mobile phone from Verizon or Target, at no point before or during the process was the
12 Administrative Charge disclosed to her.

13 165. Ms. Brown has been signed up for electronic billing and Auto Pay for the past
14 few years, as Verizon encouraged her to do. Through this billing process, Ms. Brown receives a
15 monthly Verizon billing email which states her bill total and informs her that her bill will be
16 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay
17 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,
18 Verizon's electronic billing, the My Verizon online billing center and payment process, and the
19 full online PDF monthly billing statements are deliberately designed in a manner to hide and
20 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly
21 statements did not inform or adequately disclose to Ms. Brown that Verizon was adding an
22 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

23 166. Ms. Brown did not learn of the Administrative Charge's existence until it was
24 brought to her attention by her counsel in December 2021.

25 167. When Ms. Brown agreed to purchase her Verizon service plans, she was relying
26 on Verizon's prominent representations, in each instance, regarding the monthly price of the
27 service plans. Ms. Brown did not expect (and she was never told) that Verizon would actually
28 charge her a so-called Administrative Charge on top of the advertised service plan price or that

1 the true price of the services would include an additional Administrative Charge for each phone
2 line which Verizon could and would increase at its desire. That information would have been
3 material to her. Had she known that information she would not have been willing to pay as
4 much for her plans and would have acted differently.

5 168. Ms. Brown has a legal right to rely now, and in the future, on the truthfulness
6 and accuracy of Verizon's representations and advertisements regarding its wireless service
7 plan prices. Ms. Brown believes that she was given the services Verizon promised her—just not
8 at the price Verizon promised and advertised to her.

9 169. Ms. Brown remains a Verizon postpaid wireless customer as of this filing.
10 Ms. Brown desires to sign up for different Verizon postpaid wireless service plans and Verizon
11 device installment plans in the future. However, Ms. Brown wants to be confident that the
12 advertised and quoted price for Verizon's service plans is the true and full price for the services
13 (i.e., that it includes all applicable discretionary monthly service charges such as the
14 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
15 service charge (like it did with the Administrative Charge), Ms. Brown wants to be confident
16 that Verizon will include the amount of that service charge in the advertised and quoted service
17 plan price. Ms. Brown will be harmed if, in the future, she is left to guess as to whether
18 Verizon's representations are accurate and whether there are omissions of material facts
19 regarding the wireless service plans being advertised and represented to her.

20 **Plaintiff Michael Carney**

21 170. Plaintiff Michael Carney is a citizen and resident of Los Angeles, California.

22 171. Mr. Carney has been a continuous Verizon postpaid wireless customer since
23 2011, when he signed up for three lines of postpaid service over the telephone with a Verizon
24 telephone sales agent after reviewing service plan advertisements on the Verizon website.

25 172. When Mr. Carney purchased the wireless service plan, Verizon prominently
26 advertised and quoted, to Mr. Carney and the public, that the plan would cost a particular
27 monthly price. Verizon did not disclose to Mr. Carney, at any time before or when he signed
28 up, that Verizon would charge him the Administrative Charge on top of the advertised and

1 promised monthly price.

2 173. Verizon charged Mr. Carney an Administrative Charge beginning on his very
3 first bill. Mr. Carney did not receive notice or adequate notice that the Administrative Charge
4 would be charged or regarding the true nature or basis of the charge.

5 174. Verizon has continued to charge Mr. Carney an Administrative Charge every
6 month from 2011 through the present.

7 175. During that time, Verizon has increased the amount of the Administrative
8 Charge charged to Mr. Carney several times. Until December 2015, the Administrative Charge
9 remained under a dollar per line each month. In December 2015, Verizon increased the
10 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
11 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
12 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
13 as of this filing.

14 176. Through its imposition of the Administrative Charge, Verizon has for over 10
15 years charged Mr. Carney a higher price for his service plans each month than Verizon
16 advertised and that he was promised and expected to pay.

17 177. Mr. Carney has changed his Verizon plan at least once. In or around February
18 2017, Mr. Carney called Verizon customer service and switched to his current “Unlimited”
19 plan. When Mr. Carney changed his plan, Verizon represented the monthly price he would pay
20 for the service, and Mr. Carney reasonably relied upon that representation. During this process,
21 Verizon never disclosed the existence of, let alone the amount of, the Administrative Charge.
22 The monthly price that Verizon quoted and represented did not include the Administrative
23 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of
24 the Administrative Charge).

25 178. Since February 2017, Mr. Carney has added more lines to his account, which
26 currently total 9 phone lines. Each time a phone line was added, Verizon never disclosed the
27 existence or amount of the Administrative Charge. Over the years, Mr. Carney has purchased,
28 or a family member or friend on his account has instigated the purchase (which Mr. Carney has

1 authorized) of numerous new mobile phones directly from Verizon at corporate Verizon-owned
2 stores or by calling Verizon customer service, or from third-party retailers such as the Apple
3 Store. For example, Mr. Carney purchased his current mobile phone in December 2020 from
4 the Apple Store. For each mobile phone that was purchased, Mr. Carney entered into a 24-
5 month installment payment plan for the device. Each time a new mobile phone was purchased,
6 at no point before or during the process was the Administrative Charge disclosed to him or to
7 any family member or friend on his account who instigated a particular device purchase.

8 179. Mr. Carney has been signed up for electronic billing for many years, as Verizon
9 encouraged him to do. Through this billing process, Mr. Carney receives a monthly Verizon
10 text message which states his bill total and the date it is due. Mr. Carney then logs into his My
11 Verizon account via his computer and pays his monthly bill on the Verizon website.
12 Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online billing center
13 and payment process, and the full online PDF monthly billing statements are deliberately
14 designed in a manner to hide and disguise the Administrative Charge.

15 180. Verizon's monthly electronic billing process and monthly statements did not
16 inform or adequately disclose to Mr. Carney that Verizon was adding an Administrative Charge
17 to his bill each month or disclose the true nature or basis of the charge.

18 181. Mr. Carney learned of the Administrative Charge's existence several years ago.
19 When he questioned a Verizon Wireless customer service agent about the charge, the Verizon
20 representative told him that it was a fee that Verizon had to charge and that it could not be
21 waived. Based on the location of the Administrative Charge on the full PDF bill he examined,
22 and the statements made by the Verizon representative, Mr. Carney believed that the
23 Administrative Charge was a pass-through cost that Verizon was required to charge. As
24 described in detail above, the first page of the bill falsely states that "Surcharges" (which is
25 how Verizon labels the Administrative Charge) are to "cover the costs that are billed to us by
26 federal, state or local governments."

27 182. When Mr. Carney agreed to purchase his Verizon service plans, he was relying
28 on Verizon's prominent representations, in each instance, regarding the monthly price of the

1 service plans. Mr. Carney did not expect (and he was never told) that Verizon would actually
2 charge him a so-called Administrative Charge on top of the advertised service plan price or that
3 the true price of the services would include an additional Administrative Charge for each phone
4 line which Verizon could and would increase at its desire. That information would have been
5 material to him. Had he known that information he would not have been willing to pay as much
6 for his plans and would have acted differently.

7 183. Mr. Carney has a legal right to rely now, and in the future, on the truthfulness
8 and accuracy of Verizon's representations and advertisements regarding its wireless service
9 plan prices. Mr. Carney believes that he was given the services Verizon promised him—just not
10 at the price Verizon promised and advertised to him.

11 184. Mr. Carney remains a Verizon postpaid wireless customer as of this filing.
12 Mr. Carney desires to sign up for different Verizon postpaid wireless service plans and Verizon
13 device installment plans in the future. However, Mr. Carney wants to be confident that the
14 advertised and quoted price for Verizon's service plans is the true and full price for the services
15 (i.e., that it includes all applicable discretionary monthly service charges such as the
16 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
17 service charge (like it did with the Administrative Charge), Mr. Carney wants to be confident
18 that Verizon will include the amount of that service charge in the advertised and quoted service
19 plan price. Mr. Carney will be harmed if, in the future, he is left to guess as to whether
20 Verizon's representations are accurate and whether there are omissions of material facts
21 regarding the wireless service plans being advertised and represented to him.

22 **Plaintiff Tim Frasch**

23 185. Plaintiff Tim Frasch is a citizen and resident of Gilroy, California.

24 186. Mr. Frasch has had one postpaid phone line with Verizon for more than 25
25 years.

26 187. When Mr. Frasch purchased the wireless service plan for his phone line, Verizon
27 prominently advertised and quoted, to Mr. Frasch and the public, that the plan would cost a
28 particular monthly price. Verizon did not disclose to Mr. Frasch, at any time before or when he

1 signed up, that Verizon would or might later add an Administrative Charge on top of the
2 advertised and promised monthly price.

3 188. Verizon has charged Mr. Frasch an Administrative Charge since Verizon first
4 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills in
5 September 2005. Mr. Frasch did not receive notice or adequate notice that the Administrative
6 Charge would be charged or regarding the true nature or basis of the charge.

7 189. Verizon has continued to charge Mr. Frasch an Administrative Charge every
8 month from September 2005 through the present.

9 190. During that time, Verizon has increased the amount of the Administrative
10 Charge charged to Mr. Frasch several times. Until December 2015, the Administrative Charge
11 remained under a dollar per line each month. In December 2015, Verizon increased the
12 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
13 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
14 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
15 as of this filing.

16 191. Through its imposition of the Administrative Charge, Verizon has for 17 years
17 charged Mr. Frasch a higher price for his service plans each month than Verizon advertised and
18 that he was promised and expected to pay.

19 192. Mr. Frasch has changed his Verizon plan at least once. When Mr. Frasch last
20 changed his Verizon plan, he visited a Verizon corporate-owned store in Gilroy, California.
21 Mr. Frasch has also purchased several mobile phones over the years from Verizon.
22 Mr. Frasch's most recent phone purchase was around 2017 at the Verizon store in Gilroy.
23 Mr. Frasch entered into a 24-payment device installment plan contract to purchase the phone.

24 193. Each time that Mr. Frasch changed his wireless service plan, Verizon
25 prominently advertised and quoted, to Mr. Frasch and the public, a particular monthly price for
26 the wireless service plan, and did not disclose the Administrative Charge. The price that
27 Verizon quoted and stated to Mr. Frasch did not include the Administrative Charge, nor did it
28 reflect the true total amount he would be charged each month (inclusive of the Administrative

1 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
2 increases to the Administrative Charge. Likewise, each time that Mr. Frasch purchased a new
3 mobile phone from Verizon, at no point before or during the process was the Administrative
4 Charge disclosed to him.

5 194. Mr. Frasch most recently changed his wireless service plan on or around 2015 at
6 the Verizon store in Gilroy. A Verizon salesperson at the store utilized a proprietary sales
7 process on an iPad to change and update his service plan. During this in-store process, Verizon
8 represented the monthly price he would pay for the service, and Mr. Frasch reasonably relied
9 upon that representation. During this process, Verizon never disclosed the existence of, let
10 alone the amount of, the Administrative Charge. The monthly price that Verizon quoted and
11 represented did not include the Administrative Charge, nor did it reflect the true total amount
12 he would be charged each month (inclusive of the Administrative Charge).

13 195. Mr. Frasch has been signed up for electronic billing and Auto Pay for the past
14 few years, as Verizon encouraged him to do. Through this billing process, Mr. Frasch receives
15 a monthly Verizon billing email and a text message which states his bill total and informs him
16 that his bill will be automatically paid by the payment due date because he has Auto Pay.
17 Verizon's Auto Pay feature discourages customers from reviewing their monthly bill.
18 Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online billing center
19 and payment process, and the full online PDF monthly billing statements are deliberately
20 designed in a manner to hide and disguise the Administrative Charge.

21 196. Verizon's monthly electronic billing process and monthly statements did not
22 inform or adequately disclose to Mr. Frasch that Verizon was adding an Administrative Charge
23 to his bill each month or disclose the true nature or basis of the charge.

24 197. Mr. Frasch did not learn of the Administrative Charge's existence until it was
25 brought to his attention by his counsel in December 2021.

26 198. When Mr. Frasch agreed to purchase his Verizon service plans, he was relying
27 on Verizon's prominent representations, in each instance, regarding the monthly price of the
28 service plans. Mr. Frasch did not expect (and he was never told) that Verizon would actually

1 charge him a so-called Administrative Charge on top of the advertised service plan price or that
2 the true price of the services would include an additional Administrative Charge for each phone
3 line which Verizon could and would increase at its desire. That information would have been
4 material to him. Had he known that information he would not have been willing to pay as much
5 for his plans and would have acted differently.

6 199. Mr. Frasch has a legal right to rely now, and in the future, on the truthfulness
7 and accuracy of Verizon's representations and advertisements regarding its wireless service
8 plan prices. Mr. Frasch believes that he was given the services Verizon promised him—just not
9 at the price Verizon promised and advertised to him.

10 200. Mr. Frasch remains a Verizon postpaid wireless customer as of this filing.
11 Mr. Frasch desires to sign up for different Verizon postpaid wireless service plans and Verizon
12 device installment plans in the future. However, Mr. Frasch wants to be confident that the
13 advertised and quoted price for Verizon's service plans is the true and full price for the services
14 (i.e., that it includes all applicable discretionary monthly service charges such as the
15 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
16 service charge (like it did with the Administrative Charge), Mr. Frasch wants to be confident
17 that Verizon will include the amount of that service charge in the advertised and quoted service
18 plan price. Mr. Frasch will be harmed if, in the future, he is left to guess as to whether
19 Verizon's representations are accurate and whether there are omissions of material facts
20 regarding the wireless service plans being advertised and represented to him.

21 **Plaintiff Patricia Gagan**

22 201. Plaintiff Patricia Gagan is, and at all relevant times has been, a citizen and
23 resident of Los Angeles, California.

24 202. Ms. Gagan has been a continuous Verizon post-paid wireless customer since at
25 least 2011. She initially signed up for Verizon post-paid wireless service in a Verizon
26 corporate-owned store located in Los Angeles, California. She signed up for a two-year service
27 contract for one line. She also purchased a new phone along with the service contract, as part of
28 a bundle.

1 203. When Ms. Gagan purchased her wireless service plan, Verizon prominently
2 advertised and quoted, to Ms. Gagan and the public, that the plan would cost a particular
3 monthly price. Verizon did not disclose to Ms. Gagan, at any time before or when she signed
4 up, that Verizon would charge her the Administrative Charge on top of the advertised and
5 promised monthly price.

6 204. Verizon charged Ms. Gagan an Administrative Charge beginning on her first
7 bill. Ms. Gagan did not receive notice or adequate notice that the Administrative Charge would
8 be charged or regarding the true nature or basis of the charge.

9 205. Verizon has continued to charge Ms. Gagan an Administrative Charge every
10 month since she first signed up for service through the present.

11 206. During that time, Verizon has increased the amount of the Administrative
12 Charge charged to Ms. Gagan several times. Until December 2015, the Administrative Charge
13 remained under a dollar per line each month. In December 2015, Verizon increased the
14 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
15 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
16 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
17 current amount as of this filing.

18 207. Through its imposition of the Administrative Charge, Verizon has for over 10
19 years charged Ms. Gagan a higher price for her service plans each month than Verizon
20 advertised and that she was promised and expected to pay.

21 208. Ms. Gagan has changed her Verizon service plan a few times, including
22 changing her plan to Verizon's "Start Unlimited" plan around a year ago. Each and every time
23 that Ms. Gagan changed her wireless service plan, Verizon prominently advertised and quoted,
24 to Ms. Gagan and the public, a particular monthly price for the wireless service plan, and did
25 not disclose the Administrative Charge. The price that Verizon quoted and stated to Ms. Gagan
26 did not include the Administrative Charge, nor did it reflect the true total amount she would be
27 charged each month (inclusive of the Administrative Charge). Nor did Verizon disclose that the
28 total price would or might increase as a result of increases to the Administrative Charge.

1 209. On November 21, 2021, visited Victra, a Verizon-authorized retailer in Los
2 Angeles, California, to add an iPad cellular-ready device to her wireless plan. At no point
3 during the process was the Administrative Charge or its amount disclosed to her.

4 210. Over the years, Ms. Gagan has purchased mobile phones for use on her Verizon
5 plan directly from Verizon, from a Verizon-authorized retailer, or from an Apple retail store or
6 the Apple.com website. Each time that Ms. Gagan purchased a mobile phone, at no point
7 before or during the process was the Administrative Charge disclosed to her.

8 211. Ms. Gagan has been signed up for electronic billing and Auto Pay for many
9 years, as Verizon encouraged her to do. Through this billing process, Ms. Gagan receives a
10 monthly text message from Verizon which states her bill total and informs her that her bill will
11 be automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay
12 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,
13 Verizon's electronic billing, the My Verizon online billing center and payment process, and the
14 full online PDF monthly billing statements are deliberately designed in a manner to hide and
15 disguise the Administrative Charge.

16 212. Verizon's monthly electronic billing process and monthly statements did not
17 adequately inform Ms. Gagan of the true nature or basis of the Administrative Charge.

18 213. Ms. Gagan did not learn of the Administrative Charge's existence until it was
19 brought to her attention by her counsel in November 2021.

20 214. When Ms. Gagan agreed to purchase her Verizon service plans, she was relying
21 on Verizon's prominent representations, in each instance, regarding the monthly price of the
22 service plans. Ms. Gagan did not expect (and she was never told) that Verizon would actually
23 charge her a so-called Administrative Charge on top of the advertised service plan price or that
24 the true price of the services would include an additional Administrative Charge for each phone
25 line which Verizon could and would increase at its desire. That information would have been
26 material to her. Had she known that information she would not have been willing to pay as
27 much for her plans and would have acted differently.

28 215. Ms. Gagan has a legal right to rely now, and in the future, on the truthfulness

1 and accuracy of Verizon's representations and advertisements regarding its wireless service
2 plan prices. Ms. Gagan believes that she was given the services Verizon promised her—just not
3 at the price Verizon promised and advertised to her.

4 216. Ms. Gagan remains a Verizon post-paid wireless customer as of this filing.
5 Ms. Gagan desires to remain a customer of Verizon and to have the option of purchasing
6 different Verizon post-paid wireless service plans and Verizon device installment plans in the
7 future. However, Ms. Gagan wants to be confident that the advertised and quoted price for
8 Verizon's service plans is the true and full price for the services (i.e., that it includes all
9 applicable discretionary monthly service charges such as the Administrative Charge). And, if
10 Verizon introduces any new or invented discretionary monthly service charge (like it did with
11 the Administrative Charge), Ms. Gagan wants to be confident that Verizon will include the
12 amount of that service charge in the advertised and quoted service plan price. Ms. Gagan will
13 be harmed if, in the future, she is left to guess as to whether Verizon's representations are
14 accurate and whether there are omissions of material facts regarding the wireless service plans
15 being advertised and represented to her.

16 **Plaintiff Anna Gutierrez**

17 217. Plaintiff Anna Gutierrez is, and at all relevant times has been, a citizen and
18 resident of Whittier, California.

19 218. Ms. Gutierrez has been a continuous Verizon postpaid wireless customer for
20 over 20 years. She initially signed up for Verizon postpaid wireless service while with her
21 husband in a Verizon corporate-owned store located in Whittier, California. She signed up for
22 two-year service contracts for two lines—one for herself and one for her husband. She also
23 purchased two new phones along with the service contracts, as part of a bundle. Ms. Gutierrez
24 has always been the person who managed and made payments on the Verizon account.

25 219. When Ms. Gutierrez purchased her wireless service plan, Verizon prominently
26 advertised and quoted, to Ms. Gutierrez and the public, that the plan would cost a particular
27 monthly price. Verizon did not disclose to Ms. Gutierrez, at any time before or when she signed
28 up, that Verizon would or might later add an Administrative Charge on top of the advertised

1 and promised monthly price.

2 220. Verizon has charged Ms. Gutierrez an Administrative Charge since Verizon first
3 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
4 September 2005. Ms. Gutierrez did not receive notice or adequate notice that the
5 Administrative Charge would be charged or regarding the true nature or basis of the charge.

6 221. Verizon has continued to charge Ms. Gutierrez an Administrative Charge every
7 month from September 2005 through the present.

8 222. During that time, Verizon has increased the amount of the Administrative
9 Charge charged to Ms. Gutierrez several times. Until December 2015, the Administrative
10 Charge remained under a dollar per line each month. In December 2015, Verizon increased the
11 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
12 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
13 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
14 current amount as of this filing.

15 223. Through its imposition of the Administrative Charge, Verizon has for 17 years
16 charged Ms. Gutierrez a higher price for her service plans each month than Verizon advertised
17 and that she was promised and expected to pay.

18 224. Ms. Gutierrez has changed her Verizon service plan a few times, including
19 adding two lines for her children around 2015 and one line for her mother-in-law in 2020.
20 Ms. Gutierrez has also purchased several mobile phones over the years from Verizon, typically
21 replacing the mobile phones with new ones every two years. Prior to 2014, Ms. Gutierrez
22 would commit to 2-year service contracts with Verizon each time she purchased a mobile
23 phone. On or after 2014, Ms. Gutierrez typically purchased new phones from Verizon on 24-
24 payment device installment plans.

25 225. Most times that Ms. Gutierrez changed her wireless service plan or purchased a
26 new mobile phone, she did so in person at the Verizon corporate-owned store located in
27 Whittier, California. However, she made her most recent phone purchases at her local Best
28 Buy.

1 226. In September 2021, Ms. Gutierrez purchased three phones at her local Best Buy.
2 Ms. Gutierrez purchased the three phones on 24-payment device installment plans with Verizon
3 where the installment payments would be added to her monthly Verizon bill. At no point before
4 or during the Verizon-created process for adding the new phones to her account was the
5 Administrative Charge disclosed to her.

6 227. Each and every time that Ms. Gutierrez changed her wireless service plan,
7 Verizon prominently advertised and quoted, to Ms. Gutierrez and the public, a particular
8 monthly price for the wireless service plan, and did not disclose the Administrative Charge.
9 The price that Verizon quoted and stated to Ms. Gutierrez did not include the Administrative
10 Charge, nor did it reflect the true total amount she would be charged each month (inclusive of
11 the Administrative Charge). Nor did Verizon disclose that the total price would or might
12 increase as a result of increases to the Administrative Charge. Likewise, each time that Ms.
13 Gutierrez purchased a new mobile phone from Verizon or from Best Buy, at no point before or
14 during the process was the Administrative Charge disclosed to her.

15 228. Ms. Gutierrez has been signed up for electronic billing and Auto Pay for the past
16 two years, as Verizon encouraged her to do. Through this billing process, Ms. Gutierrez
17 receives a monthly Verizon billing email which states her bill total and informs her that her bill
18 will be automatically paid by the payment due date because she has Auto Pay. Meanwhile, as
19 alleged above, Verizon's electronic billing, the My Verizon online billing center and payment
20 process, and the full online PDF monthly billing statements are deliberately designed in a
21 manner to hide and disguise the Administrative Charge.

22 229. Verizon's monthly electronic billing process and monthly statements did not
23 inform or adequately disclose to Ms. Gutierrez that Verizon was adding an Administrative
24 Charge to her bill each month or disclose the true nature or basis of the charge.

25 230. Ms. Gutierrez learned of the Administrative Charge's existence several years
26 ago. When she first noticed the Administrative Charge on her bill, she visited Verizon's
27 website and started a chat with a Verizon customer support representative to ask about the
28 Administrative Charge. The Verizon representative told her that it was a fee that Verizon had to

1 charge and that it could not be waived. Based on the location of the Administrative Charge on
2 the bill she examined, and the statements made by the Verizon representative, Ms. Gutierrez
3 believed that the Administrative Charge was a pass-through cost that Verizon was required to
4 charge, like a tax. As described in detail above, on the first page of the bill Verizon falsely
5 states that “Surcharges” (which is how Verizon labels the Administrative Charge) are to “cover
6 the costs that are billed to us by federal, state or local governments.”

7 231. When Ms. Gutierrez agreed to purchase her Verizon service plans, she was
8 relying on Verizon’s prominent representations, in each instance, regarding the monthly price
9 of the service plans. Ms. Gutierrez did not expect (and she was never told) that Verizon would
10 actually charge her a so-called Administrative Charge on top of the advertised service plan
11 price or that the true price of the services would include an additional Administrative Charge
12 for each phone line which Verizon could and would increase at its desire. That information
13 would have been material to her. Had she known that information she would not have been
14 willing to pay as much for her plans and would have acted differently.

15 232. Ms. Gutierrez has a legal right to rely now, and in the future, on the truthfulness
16 and accuracy of Verizon’s representations and advertisements regarding its wireless service
17 plan prices. Ms. Gutierrez believes that she was given the services Verizon promised her—just
18 not at the price Verizon promised and advertised to her.

19 233. Ms. Gutierrez remains a Verizon postpaid wireless customer as of this filing.
20 Ms. Gutierrez desires to sign up for different Verizon postpaid wireless service plans and
21 Verizon device installment plans in the future. However, Ms. Gutierrez wants to be confident
22 that the advertised and quoted price for Verizon’s service plans is the true and full price for the
23 services (i.e., that it includes all applicable discretionary monthly service charges such as the
24 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
25 service charge (like it did with the Administrative Charge), Ms. Gutierrez wants to be confident
26 that Verizon will include the amount of that service charge in the advertised and quoted service
27 plan price. Ms. Gutierrez will be harmed if, in the future, she is left to guess as to whether
28 Verizon’s representations are accurate and whether there are omissions of material facts

1 regarding the wireless service plans being advertised and represented to her.

2 **Plaintiff Linda Jenkins**

3 234. Plaintiff Linda Jenkins is, and at all relevant times has been, a citizen and
4 resident of Valencia, California.

5 235. Ms. Jenkins has been a continuous Verizon postpaid wireless customer for over
6 20 years. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-
7 owned store located in Valencia, California, at which time her husband transferred his Verizon
8 account and his phone to her.

9 236. When Ms. Jenkins initially signed up for the wireless service plan, Verizon
10 prominently advertised and quoted, to Ms. Jenkins and the public, that the plan would cost a
11 particular monthly price. Verizon did not disclose to Ms. Jenkins, at any time before or when
12 she signed up, that Verizon would or might later add an Administrative Charge on top of the
13 advertised and promised monthly price.

14 237. Verizon has charged Ms. Jenkins an Administrative Charge since Verizon first
15 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
16 September 2005. Ms. Jenkins did not receive notice or adequate notice that the Administrative
17 Charge would be charged or regarding the true nature or basis of the charge.

18 238. Verizon has continued to charge Ms. Jenkins an Administrative Charge every
19 month from September 2005 through the present.

20 239. During that time, Verizon has increased the amount of the Administrative
21 Charge charged to Ms. Jenkins several times. Until December 2015, the Administrative Charge
22 remained under a dollar per line each month. In December 2015, Verizon increased the
23 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
24 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
25 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
26 current amount as of this filing.

27 240. Through its imposition of the Administrative Charge, Verizon has for 17 years
28 charged Ms. Jenkins a higher price for her service plans each month than Verizon advertised

1 and that she was promised and expected to pay.

2 241. Ms. Jenkins has changed her Verizon service plan several times, including
3 adding three lines for her daughter and her parents around four years ago. Ms. Jenkins has also
4 purchased many mobile phones over the years directly from Verizon or from third-party stores.
5 For the past 10 years, Ms. Jenkins has typically purchased her new phones either at the Verizon
6 kiosk at her local Costco or at her local Best Buy. Prior to 2014, Ms. Jenkins would commit to
7 2-year service contracts with Verizon each time she purchased a mobile phone. On or after
8 2014, Ms. Jenkins typically purchased new phones on 24-payment device installment plans
9 which would be charged to her Verizon bill. Ms. Jenkins is currently on a 24-payment device
10 installment plan for her iPhone 12.

11 242. Each and every time that Ms. Jenkins changed her wireless service plan, Verizon
12 prominently advertised and quoted, to Ms. Jenkins and the public, a particular monthly price
13 for the wireless service plan, and did not disclose the Administrative Charge. The price that
14 Verizon quoted and stated to Ms. Jenkins did not include the Administrative Charge, nor did it
15 reflect the true total amount she would be charged each month (inclusive of the Administrative
16 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
17 increases to the Administrative Charge. Likewise, each time that Ms. Jenkins purchased a new
18 mobile phone from Verizon (either at a Verizon corporate-owned store or at a third-party
19 retailer), at no point before or during the Verizon-created process was the Administrative
20 Charge disclosed to her.

21 243. Ms. Jenkins has been signed up for electronic billing and Auto Pay for many
22 years, as Verizon encouraged her to do. Through this billing process, Ms. Jenkins receives a
23 monthly Verizon text message which states her bill total and informs her that her bill will be
24 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay
25 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,
26 Verizon's electronic billing, the My Verizon online billing center and payment process, and the
27 full online PDF monthly billing statements are deliberately designed in a manner to hide and
28 disguise the Administrative Charge.

1 244. Verizon’s monthly electronic billing process and monthly statements did not
2 inform or adequately disclose to Ms. Jenkins that Verizon was adding an Administrative
3 Charge to her bill each month or disclose the true nature or basis of the charge.

4 245. Ms. Jenkins first learned of the Administrative Charge’s existence several years
5 ago. Based on Verizon’s presentation of the so-called “Surcharge” on the bill she examined,
6 Ms. Jenkins believed that the Administrative Charge was a government pass-through cost that
7 Verizon was required to charge, like a tax. As described in detail above, Verizon falsely states
8 on the first page of the bill that “Surcharges” (which is how Verizon labels the Administrative
9 Charge) are to “cover the costs that are billed to us by federal, state or local governments.”

10 246. When Ms. Jenkins agreed to purchase her Verizon service plans, she was relying
11 on Verizon’s prominent representations, in each instance, regarding the monthly price of the
12 service plans. Ms. Jenkins did not expect (and she was never told) that Verizon would actually
13 charge her a so-called Administrative Charge on top of the advertised service plan price or that
14 the true price of the services would include an additional Administrative Charge for each phone
15 line which Verizon could and would increase at its desire. That information would have been
16 material to her. Had she known that information she would not have been willing to pay as
17 much for her plans and would have acted differently.

18 247. Ms. Jenkins has a legal right to rely now, and in the future, on the truthfulness
19 and accuracy of Verizon’s representations and advertisements regarding its wireless service
20 plan prices. Ms. Jenkins believes that she was given the services Verizon promised her—just
21 not at the price Verizon promised and advertised to her.

22 248. Ms. Jenkins remains a Verizon postpaid wireless customer as of this filing.
23 Ms. Jenkins desires to sign up for different Verizon postpaid wireless service plans and Verizon
24 device installment plans in the future. However, Ms. Jenkins wants to be confident that the
25 advertised and quoted price for Verizon’s service plans is the true and full price for the services
26 (i.e., that it includes all applicable discretionary monthly service charges such as the
27 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
28 service charge (like it did with the Administrative Charge), Ms. Jenkins wants to be confident

1 that Verizon will include the amount of that service charge in the advertised and quoted service
 2 plan price. Ms. Jenkins will be harmed if, in the future, she is left to guess as to whether
 3 Verizon's representations are accurate and whether there are omissions of material facts
 4 regarding the wireless service plans being advertised and represented to her.

5 **Plaintiff Augustus Johnson**

6 249. Plaintiff Augustus Johnson is a citizen and resident of Eureka, California.

7 250. Mr. Johnson has been a continuous Verizon postpaid wireless customer since
 8 2016, when he signed up for one line of postpaid service in a Verizon corporate-owned store in
 9 Portland, Oregon.

10 251. When Mr. Johnson purchased the wireless service plan, Verizon prominently
 11 advertised and quoted, to Mr. Johnson and the public, that the plan would cost a particular
 12 monthly price. Verizon did not disclose to Mr. Johnson, at any time before or when he signed
 13 up, that Verizon would charge him the Administrative Charge on top of the advertised and
 14 promised monthly price.

15 252. Verizon charged Mr. Johnson an Administrative Charge beginning on his very
 16 first bill. Mr. Johnson did not receive notice or adequate notice that the Administrative Charge
 17 would be charged or regarding the true nature or basis of the charge.

18 253. Verizon has continued to charge Mr. Johnson an Administrative Charge every
 19 month from 2016 through the present.

20 254. During that time, Verizon has increased the amount of the Administrative
 21 Charge charged to Mr. Johnson twice. In August 2019, Verizon raised the Administrative
 22 Charge from \$1.23 to \$1.78 per line each month. In August 2020, Verizon increased the
 23 Administrative Charge to \$1.95 per line each month, which is the current amount as of this
 24 filing.

25 255. Through its imposition of the Administrative Charge, Verizon has for 6 years
 26 charged Mr. Johnson a higher price for his service plan each month than Verizon advertised
 27 and that he was promised and expected to pay.

28 256. Each time Mr. Johnson has changed his Verizon plan since he moved back to

1 California in 2016, he has done so at the Verizon corporate-owned store in Eureka, California
2 or on the Verizon website. Each time Mr. Johnson visited the Verizon store in Eureka to change
3 or update his wireless service plan, a Verizon salesperson utilized a proprietary sales process on
4 an iPad. During this in-store process, Verizon represented the monthly price he would pay for
5 the service, and Mr. Johnson reasonably relied upon that representation. During this process,
6 Verizon never disclosed the existence of, let alone the amount of, the Administrative Charge.
7 The monthly price that Verizon quoted and represented did not include the Administrative
8 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of
9 the Administrative Charge). Likewise, when Mr. Johnson updated his wireless plan via the
10 Verizon website, Verizon never disclosed the existence or amount of the Administrative
11 Charge.

12 257. Mr. Johnson has also purchased several mobile phones over the years from
13 Verizon, usually replacing his phone every two years. Mr. Johnson typically purchased the new
14 phones through Verizon's website, although sometimes he completed the transaction by then
15 speaking on the phone with Verizon customer service. Mr. Johnson always entered into a 24-
16 payment device installment plan to pay for the phones. Mr. Johnson is currently on a 24-
17 payment device installment plan for his iPhone 11. Each time that Mr. Johnson purchased a
18 new mobile phone from Verizon, at no point before or during the process was the
19 Administrative Charge disclosed to him.

20 258. Mr. Johnson has been signed up for Auto Pay for several years, and has been
21 signed up for paperless billing for at least a year, as Verizon encouraged him to do. Through
22 this billing process, Mr. Johnson receives a monthly Verizon billing email which states his bill
23 total and informs him that his bill will be automatically paid by the payment due date because
24 he has Auto Pay. Verizon's Auto Pay feature discourages customers from reviewing their
25 monthly bill. Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online
26 billing center and payment process, the abridged paper version of the bill, and the full online
27 PDF monthly billing statements are deliberately designed in a manner to omit, hide and/or
28 disguise the Administrative Charge.

1 259. Verizon’s monthly electronic billing process and monthly statements did not
2 inform or adequately disclose to Mr. Johnson that Verizon was adding an Administrative
3 Charge to his bill each month or disclose the true nature or basis of the charge.

4 260. Mr. Johnson first learned of the Administrative Charge’s existence in 2018.
5 Based on the location of the Administrative Charge on the bill he examined, Mr. Johnson
6 believed that the Administrative Charge was a government pass-through cost that Verizon was
7 required to charge, like a tax. As described in detail above, Verizon falsely states on the first
8 page of the bill that “Surcharges” (which is how Verizon labels the Administrative Charge) are
9 to “cover the costs that are billed to us by federal, state or local governments.”

10 261. When Mr. Johnson agreed to purchase his Verizon service plans, he was relying
11 on Verizon’s prominent representations, in each instance, regarding the monthly price of the
12 service plans. Mr. Johnson did not expect (and he was never told) that Verizon would actually
13 charge him a so-called Administrative Charge on top of the advertised service plan price or that
14 the true price of the services would include an additional Administrative Charge for each phone
15 line which Verizon could and would increase at its desire. That information would have been
16 material to him. Had he known that information he would not have been willing to pay as much
17 for his plans and would have acted differently.

18 262. Mr. Johnson has a legal right to rely now, and in the future, on the truthfulness
19 and accuracy of Verizon’s representations and advertisements regarding its wireless service
20 plan prices. Mr. Johnson believes that he was given the services Verizon promised him—just
21 not at the price Verizon promised and advertised to him.

22 263. Mr. Johnson remains a Verizon postpaid wireless customer as of this filing.
23 Mr. Johnson desires to sign up for different Verizon postpaid wireless service plans and
24 Verizon device installment plans in the future. However, Mr. Johnson wants to be confident
25 that the advertised and quoted price for Verizon’s service plans is the true and full price for the
26 services (i.e., that it includes all applicable discretionary monthly service charges such as the
27 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
28 service charge (like it did with the Administrative Charge), Mr. Johnson wants to be confident

1 that Verizon will include the amount of that service charge in the advertised and quoted service
2 plan price. Mr. Johnson will be harmed if, in the future, he is left to guess as to whether
3 Verizon's representations are accurate and whether there are omissions of material facts
4 regarding the wireless service plans being advertised and represented to him.

5 **Plaintiff William Kaupelis**

6 264. Plaintiff William Kaupelis is a citizen and resident of Placentia, California.

7 265. Mr. Kaupelis has been a continuous Verizon postpaid wireless customer since
8 2015, when he purchased a phone and signed up for one line of postpaid service in a Verizon
9 corporate-owned store in Brea, California.

10 266. When Mr. Kaupelis purchased the phone and wireless service plan, Verizon
11 prominently advertised and quoted, to Mr. Kaupelis and the public, that the plan would cost a
12 particular monthly price. Verizon did not disclose to Mr. Kaupelis, at any time before or when
13 he signed up, that Verizon would charge him the Administrative Charge on top of the
14 advertised and promised monthly price.

15 267. Verizon charged Mr. Kaupelis an Administrative Charge beginning on his very
16 first bill. Mr. Kaupelis did not receive notice or adequate notice that the Administrative Charge
17 would be charged or regarding the true nature or basis of the charge.

18 268. Verizon has continued to charge Mr. Kaupelis an Administrative Charge every
19 month from 2015 through the present.

20 269. During that time, Verizon has increased the amount of the Administrative
21 Charge charged to Mr. Kaupelis several times. Until December 2015, the Administrative
22 Charge remained under a dollar per line each month. In December 2015, Verizon increased the
23 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
24 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
25 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
26 as of this filing.

27 270. Through its imposition of the Administrative Charge, Verizon has for 7 years
28 charged Mr. Kaupelis a higher price for his service plans each month than Verizon advertised

1 and that he was promised and expected to pay.

2 271. Since 2015, Mr. Kaupelis has changed his Verizon plan a couple of times.
3 Around 2017, Mr. Kaupelis called Verizon customer service to inquire about avoiding data
4 overage costs, and the Verizon agent encouraged him to sign up for a more expensive
5 “Unlimited” plan. The Verizon agent never disclosed the existence or amount of the
6 Administrative Charge. The monthly price that the Verizon agent quoted him did not include
7 the Administrative Charge, nor did it reflect the true total amount he would be charged each
8 month (inclusive of the Administrative Charge).

9 272. On or around May 2019, Mr. Kaupelis visited a Verizon corporate-owned store
10 in Brea, California, and added a second postpaid line for his Apple Watch. When he added this
11 second line, a Verizon salesperson utilized a proprietary sales process on an iPad. During this
12 in-store process, Verizon represented the monthly price he would pay for the service, and
13 Mr. Kaupelis reasonably relied upon that representation. During this process, Verizon never
14 disclosed the existence of, let alone the amount of, the Administrative Charge. The monthly
15 price that Verizon quoted and represented did not include the Administrative Charge, nor did it
16 reflect the true total amount he would be charged each month (inclusive of the Administrative
17 Charge).

18 273. Mr. Kaupelis has also purchased several mobile phones over the years from
19 Verizon. Each time Mr. Kaupelis purchased a new phone from Verizon he entered into a 24-
20 payment device installment plan. Each time that Mr. Kaupelis purchased a new mobile phone
21 from Verizon, at no point before or during the process was the Administrative Charge disclosed
22 to him.

23 274. Mr. Kaupelis has been signed up for electronic billing and Auto Pay for the past
24 few years, as Verizon encouraged him to do. Through this billing process, Mr. Kaupelis
25 receives a monthly Verizon billing email which states his bill total and informs him that his bill
26 will be automatically paid by the payment due date because he has Auto Pay. Verizon’s Auto
27 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged
28 above, Verizon’s electronic billing, the My Verizon online billing center and payment process,

1 and the full online PDF monthly billing statements are deliberately designed in a manner to
2 hide and disguise the Administrative Charge.

3 275. Verizon's monthly electronic billing process and monthly statements did not
4 inform or adequately disclose to Mr. Kaupelis that Verizon was adding an Administrative
5 Charge to his bill each month or disclose the true nature or basis of the charge.

6 276. Mr. Kaupelis did not learn of the Administrative Charge's existence until it was
7 brought to his attention by his counsel in November 2021.

8 277. When Mr. Kaupelis agreed to purchase his Verizon service plans, he was relying
9 on Verizon's prominent representations, in each instance, regarding the monthly price of the
10 service plans. Mr. Kaupelis did not expect (and he was never told) that Verizon would actually
11 charge him a so-called Administrative Charge on top of the advertised service plan price or that
12 the true price of the services would include an additional Administrative Charge for each phone
13 line which Verizon could and would increase at its desire. That information would have been
14 material to him. Had he known that information he would not have been willing to pay as much
15 for his plans and would have acted differently.

16 278. Mr. Kaupelis has a legal right to rely now, and in the future, on the truthfulness
17 and accuracy of Verizon's representations and advertisements regarding its wireless service
18 plan prices. Mr. Kaupelis believes that he was given the services Verizon promised him—just
19 not at the price Verizon promised and advertised to him.

20 279. Mr. Kaupelis remains a Verizon postpaid wireless customer as of this filing.
21 Mr. Kaupelis desires to sign up for different Verizon postpaid wireless service plans and
22 Verizon device installment plans in the future. However, Mr. Kaupelis wants to be confident
23 that the advertised and quoted price for Verizon's service plans is the true and full price for the
24 services (i.e., that it includes all applicable discretionary monthly service charges such as the
25 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
26 service charge (like it did with the Administrative Charge), Mr. Kaupelis wants to be confident
27 that Verizon will include the amount of that service charge in the advertised and quoted service
28 plan price. Mr. Kaupelis will be harmed if, in the future, he is left to guess as to whether

1 Verizon's representations are accurate and whether there are omissions of material facts
2 regarding the wireless service plans being advertised and represented to him.

3 **Plaintiff Marilyn Kaye**

4 280. Plaintiff Marilyn Kaye is, and at all relevant times has been, a citizen and
5 resident of Chatsworth, California.

6 281. Ms. Kaye has been a continuous Verizon postpaid wireless customer for over 20
7 years. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-
8 owned store located in Chatsworth, California. At that time, she signed up for two-year service
9 contracts for two lines for herself and her husband. She also purchased two new phones along
10 with the service contracts, as part of a bundle.

11 282. When Ms. Kaye purchased her wireless service plan, Verizon prominently
12 advertised and quoted, to Ms. Kaye and the public, that the plan would cost a particular
13 monthly price. Verizon did not disclose to Ms. Kaye, at any time before or when she signed up,
14 that Verizon would or might later add an Administrative Charge on top of the advertised and
15 promised monthly price.

16 283. Verizon has charged Ms. Kaye an Administrative Charge since Verizon first
17 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
18 September 2005. Ms. Kaye did not receive notice or adequate notice that the Administrative
19 Charge would be charged or regarding the true nature or basis of the charge.

20 284. Verizon has continued to charge Ms. Kaye an Administrative Charge every
21 month from September 2005 through the present.

22 285. During that time, Verizon has increased the amount of the Administrative
23 Charge charged to Ms. Kaye several times. Until December 2015, the Administrative Charge
24 remained under a dollar per line each month. In December 2015, Verizon increased the
25 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
26 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
27 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
28 current amount as of this filing.

1 286. Through its imposition of the Administrative Charge, Verizon has for 17 years
2 charged Ms. Kaye a higher price for her service plans each month than Verizon advertised and
3 that she was promised and expected to pay.

4 287. Ms. Kaye has changed her Verizon service plan a few times over the years,
5 including adding another line for her son around 2005 and changing her plan to one of
6 Verizon's "Unlimited" plans around 2019. She typically changes her service plan over the
7 phone with Verizon customer service. Each and every time that Ms. Kaye changed her wireless
8 service plan, Verizon prominently advertised and quoted, to Ms. Kaye and the public, a
9 particular monthly price for the wireless service plan, and did not disclose the Administrative
10 Charge. The price that Verizon quoted and stated to Ms. Kaye did not include the
11 Administrative Charge, nor did it reflect the true total amount she would be charged each
12 month (inclusive of the Administrative Charge). Nor did Verizon disclose that the total price
13 would or might increase as a result of increases to the Administrative Charge.

14 288. Ms. Kaye has also purchased many mobile phones over the years from Verizon,
15 typically once every couple of years. Ms. Kaye typically purchases the phones in-person from
16 Verizon's corporate-owned store located in Northridge, California or over-the-phone by calling
17 Verizon customer service. Prior to 2014, Ms. Kaye would commit to 2-year service contracts to
18 Verizon each time she purchased a mobile phone. On or after 2014, Ms. Kaye typically
19 purchased new phones from Verizon on 24-payment device installment plans. She is currently
20 on a 24-payment device installment plan for her Galaxy A02. Each time Ms. Kaye purchased a
21 new mobile phone from Verizon, at no point before or during the process was the
22 Administrative Charge disclosed to her.

23 289. Ms. Kaye has been signed up for electronic billing for many years and recently
24 signed up for Auto Pay, as Verizon encouraged her to do. Through this billing process,
25 Ms. Kaye receives a monthly Verizon billing email which states her bill total and informs her
26 that her bill will be automatically paid by the payment due date because she has Auto Pay.
27 Verizon's Auto Pay feature discourages customers from reviewing their monthly bill.
28 Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon online billing center

1 and payment process, and the full online PDF monthly billing statements are deliberately
2 designed in a manner to hide and disguise the Administrative Charge. Verizon's monthly
3 electronic billing process and monthly statements did not inform or adequately disclose to Ms.
4 Kaye that Verizon was adding an Administrative Charge to her bill each month or disclose the
5 true nature or basis of the charge.

6 290. Ms. Kaye did not learn of the Administrative Charge's existence until it was
7 brought to her attention by her counsel in November 2021.

8 291. When Ms. Kaye agreed to purchase her Verizon service plans, she was relying
9 on Verizon's prominent representations, in each instance, regarding the monthly price of the
10 service plans. Ms. Kaye did not expect (and she was never told) that Verizon would actually
11 charge her a so-called Administrative Charge on top of the advertised service plan price or that
12 the true price of the services would include an additional Administrative Charge for each phone
13 line which Verizon could and would increase at its desire. That information would have been
14 material to her. Had she known that information she would not have been willing to pay as
15 much for her plans and would have acted differently.

16 292. Ms. Kaye has a legal right to rely now, and in the future, on the truthfulness and
17 accuracy of Verizon's representations and advertisements regarding its wireless service plan
18 prices. Ms. Kaye believes that she was given the services Verizon promised her—just not at the
19 price Verizon promised and advertised to her.

20 293. Ms. Kaye remains a Verizon postpaid wireless customer as of this filing.
21 Ms. Kaye desires to sign up for different Verizon postpaid wireless service plans and Verizon
22 device installment plans in the future. However, Ms. Kaye wants to be confident that the
23 advertised and quoted price for Verizon's service plans is the true and full price for the services
24 (i.e., that it includes all applicable discretionary monthly service charges such as the
25 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
26 service charge (like it did with the Administrative Charge), Ms. Kaye wants to be confident that
27 Verizon will include the amount of that service charge in the advertised and quoted service plan
28 price. Ms. Kaye will be harmed if, in the future, she is left to guess as to whether Verizon's

1 representations are accurate and whether there are omissions of material facts regarding the
2 wireless service plans being advertised and represented to her.

3 **Plaintiff Janette Lisner**

4 294. Plaintiff Janette Lisner is, and at all relevant times has been, a citizen and
5 resident of Tarzana, California.

6 295. Ms. Lisner has been a continuous Verizon postpaid wireless customer for over
7 20 years. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-
8 owned store nearby her home in Tarzana, California. She signed up for a two-year service
9 contract for one phone line. She also purchased a new phone along with the service contract, as
10 part of a bundle.

11 296. When Ms. Lisner purchased her wireless service plan, Verizon prominently
12 advertised and quoted, to Ms. Lisner and the public, that the plan would cost a particular
13 monthly price. Verizon did not disclose to Ms. Lisner, at any time before or when she signed
14 up, that Verizon would or might later add an Administrative Charge on top of the advertised
15 and promised monthly price.

16 297. Verizon has charged Ms. Lisner an Administrative Charge since Verizon first
17 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
18 September 2005. Ms. Lisner did not receive notice or adequate notice that the Administrative
19 Charge would be charged or regarding the true nature or basis of the charge.

20 298. Verizon has continued to charge Ms. Lisner an Administrative Charge every
21 month from September 2005 through the present.

22 299. During that time, Verizon has increased the amount of the Administrative
23 Charge charged to Ms. Lisner several times. Until December 2015, the Administrative Charge
24 remained under a dollar per line each month. In December 2015, Verizon increased the
25 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
26 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
27 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
28 current amount as of this filing.

1 300. Through its imposition of the Administrative Charge, Verizon has for 17 years
2 charged Ms. Lisner a higher price for her service plans each month than Verizon advertised and
3 that she was promised and expected to pay.

4 301. Ms. Lisner has changed her Verizon service plan a few times over the years.
5 Ms. Lisner has also purchased several mobile phones over the years from Verizon.

6 302. Each and every time that Ms. Lisner changed her wireless service plan, Verizon
7 prominently advertised and quoted, to Ms. Lisner and the public, a particular monthly price for
8 the wireless service plan, and did not disclose the Administrative Charge. The price that
9 Verizon quoted and stated to Ms. Lisner did not include the Administrative Charge, nor did it
10 reflect the true total amount she would be charged each month (inclusive of the Administrative
11 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
12 increases to the Administrative Charge. Likewise, each time that Ms. Lisner purchased a new
13 mobile phone directly from Verizon or at a third party retailer such as Best Buy, at no point
14 before or during the process was the Administrative Charge disclosed to her.

15 303. Until September 2020, Ms. Lisner had always been enrolled in paper billing, and
16 she paid her bill each month over the phone with Verizon via Verizon's interactive voice
17 response system. As described in detail above, Verizon's paper bills do not contain a line item
18 or a listed amount for the Administrative Charge. And the Administrative Charge was not
19 disclosed to Ms. Lisner when she paid her bill over the phone each month.

20 304. In September 2020, Verizon unilaterally and automatically, without any request
21 or action by Ms. Lisner, enrolled Ms. Lisner in electronic billing. Now, Ms. Lisner could only
22 view her bills online through a My Verizon account; however, she was not able to figure out
23 how to access her account online and she was thus now unable to access her monthly bills. Ms.
24 Lisner would only receive an email notification from Verizon informing her that her monthly
25 service bill was ready to be paid and stating the total dollar amount of the bill. Ms. Lisner
26 would then call Verizon's interactive voice response system and pay her bill over the phone, as
27 she had always done. (In December 2021, Ms. Lisner was finally able to access her My
28 Verizon account via Verizon's smartphone app with the help of her attorneys.)

1 305. Ms. Lisner did not learn of the Administrative Charge's existence until it was
2 brought to her attention by her counsel in November 2021.

3 306. When Ms. Lisner agreed to purchase her Verizon service plans, she was relying
4 on Verizon's prominent representations, in each instance, regarding the monthly price of the
5 service plans. Ms. Lisner did not expect (and she was never told) that Verizon would actually
6 charge her a so-called Administrative Charge on top of the advertised service plan price or that
7 the true price of the services would include an additional Administrative Charge for each phone
8 line which Verizon could and would increase at its desire. That information would have been
9 material to her. Had she known that information she would not have been willing to pay as
10 much for her plans and would have acted differently.

11 307. Ms. Lisner has a legal right to rely now, and in the future, on the truthfulness
12 and accuracy of Verizon's representations and advertisements regarding its wireless service
13 plan prices. Ms. Lisner believes that she was given the services Verizon promised her—just not
14 at the price Verizon promised and advertised to her.

15 308. Ms. Lisner remains a Verizon postpaid wireless customer as of this filing.
16 Ms. Lisner desires to sign up for different Verizon postpaid wireless service plans and Verizon
17 device installment plans in the future. However, Ms. Lisner wants to be confident that the
18 advertised and quoted price for Verizon's service plans is the true and full price for the services
19 (i.e., that it includes all applicable discretionary monthly service charges such as the
20 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
21 service charge (like it did with the Administrative Charge), Ms. Lisner wants to be confident
22 that Verizon will include the amount of that service charge in the advertised and quoted service
23 plan price. Ms. Lisner will be harmed if, in the future, she is left to guess as to whether
24 Verizon's representations are accurate and whether there are omissions of material facts
25 regarding the wireless service plans being advertised and represented to her.

26 **Plaintiff William Eric Lough**

27 309. Plaintiff William Eric Lough is a citizen and resident of Wildomar, California.

28 310. Mr. Lough has been a continuous Verizon postpaid wireless customer for nearly

1 20 years. He initially signed up for one line of postpaid service in a Verizon corporate-owned
2 store in Long Beach, California. He also purchased a new phone along with the service
3 contract, as part of a bundle.

4 311. When Mr. Lough purchased the phone and wireless service plan, Verizon
5 prominently advertised and quoted, to Mr. Lough and the public, that the plan would cost a
6 particular monthly price. Verizon did not disclose to Mr. Lough, at any time before or when he
7 signed up, that Verizon would or might later add an Administrative Charge on top of the
8 advertised and promised monthly price.

9 312. Verizon has charged Mr. Lough an Administrative Charge since Verizon first
10 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
11 September 2005. Mr. Lough did not receive notice or adequate notice that the Administrative
12 Charge would be charged or regarding the true nature or basis of the charge.

13 313. Verizon has continued to charge Mr. Lough an Administrative Charge every
14 month from September 2005 through the present.

15 314. During that time, Verizon has increased the amount of the Administrative
16 Charge charged to Mr. Lough several times. Until December 2015, the Administrative Charge
17 remained under a dollar per line each month. In December 2015, Verizon increased the
18 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
19 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
20 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
21 as of this filing.

22 315. Through its imposition of the Administrative Charge, Verizon has for 17 years
23 charged Mr. Lough a higher price for his service plan each month than Verizon advertised and
24 that he was promised and expected to pay.

25 316. Any time Mr. Lough has changed his service plan he visited a Verizon
26 corporate-owned store in Wildomar, California. Mr. Lough has also purchased several mobile
27 phones over the years from Verizon. Over the past 8 years, Mr. Lough has purchased his new
28 Verizon phones from the Verizon kiosk at his local Costco, or at his local Best Buy store. Since

1 2014, Mr. Lough has typically entered into a 24-payment device installment plan for each new
2 phone he has purchased, where the monthly installment payments were added to his Verizon
3 bill.

4 317. Each and every time that Mr. Lough changed his wireless service plan, Verizon
5 prominently advertised and quoted, to Mr. Lough and the public, a particular monthly price for
6 the wireless service plan, and did not disclose the Administrative Charge. The price that
7 Verizon quoted and stated to Mr. Lough did not include the Administrative Charge, nor did it
8 reflect the true total amount he would be charged each month (inclusive of the Administrative
9 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
10 increases to the Administrative Charge. Likewise, each time that Mr. Lough purchased a new
11 mobile phone (either at a Verizon corporate-owned store or at Costco or Best Buy) at no point
12 before or during the Verizon-created process was the Administrative Charge disclosed to him.

13 318. Mr. Lough receives paper bills, but pays online. Each month, Mr. Lough
14 receives a paper bill and a text message notification from Verizon informing him that his
15 monthly service bill is ready. Mr. Lough then visits Verizon's website and logs into his My
16 Verizon account to pay the bill. Meanwhile, as alleged above, Verizon's electronic billing, the
17 My Verizon online billing center and payment process, the abridged paper version of the bill,
18 and the full online PDF monthly billing statements are deliberately designed in a manner to
19 omit, hide and/or disguise the Administrative Charge.

20 319. Verizon's monthly electronic billing process and monthly statements did not
21 inform or adequately disclose to Mr. Lough that Verizon was adding an Administrative Charge
22 to his bill each month or disclose the true nature or basis of the charge.

23 320. Mr. Lough first learned of the Administrative Charge's existence several years
24 ago. When he first noticed the Administrative Charge on his bill, he believed that it was some
25 sort of mandatory pass-through charge that could not be waived. As described in detail above,
26 the first page of the bill falsely states that "Surcharges" (which is how Verizon labels the
27 Administrative Charge) are to "cover the costs that are billed to us by federal, state or local
28 governments."

1 321. When Mr. Lough agreed to purchase his Verizon service plans, he was relying
2 on Verizon's prominent representations, in each instance, regarding the monthly price of the
3 service plans. Mr. Lough did not expect (and he was never told) that Verizon would actually
4 charge him a so-called Administrative Charge on top of the advertised service plan price or that
5 the true price of the services would include an additional Administrative Charge for each phone
6 line which Verizon could and would increase at its desire. That information would have been
7 material to him. Had he known that information he would not have been willing to pay as much
8 for his plans and would have acted differently.

9 322. Mr. Lough has a legal right to rely now, and in the future, on the truthfulness
10 and accuracy of Verizon's representations and advertisements regarding its wireless service
11 plan prices. Mr. Lough believes that he was given the services Verizon promised him—just not
12 at the price Verizon promised and advertised to him.

13 323. Mr. Lough remains a Verizon postpaid wireless customer as of this filing.
14 Mr. Lough desires to sign up for different Verizon postpaid wireless service plans and Verizon
15 device installment plans in the future. However, Mr. Lough wants to be confident that the
16 advertised and quoted price for Verizon's service plans is the true and full price for the services
17 (i.e., that it includes all applicable discretionary monthly service charges such as the
18 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
19 service charge (like it did with the Administrative Charge), Mr. Lough wants to be confident
20 that Verizon will include the amount of that service charge in the advertised and quoted service
21 plan price. Mr. Lough will be harmed if, in the future, he is left to guess as to whether
22 Verizon's representations are accurate and whether there are omissions of material facts
23 regarding the wireless service plans being advertised and represented to him.

24 **Plaintiff David Massaro**

25 324. Plaintiff David Massaro is a citizen and resident of Yucaipa, California.

26 325. Mr. Massaro has been a continuous Verizon postpaid wireless customer since
27 2004, when he signed up for postpaid service in a local Verizon corporate-owned store. He
28 signed up for two-year service contracts for two lines for himself and his wife. He also

1 purchased two new phones along with the service contracts, as part of a bundle.

2 326. When Mr. Massaro purchased the phones and wireless service plan, Verizon
3 prominently advertised and quoted, to Mr. Massaro and the public, that the plan would cost a
4 particular monthly price. Verizon did not disclose to Mr. Massaro, at any time before or when
5 he signed up, that Verizon would or might later add an Administrative Charge on top of the
6 advertised and promised monthly price.

7 327. Verizon has charged Mr. Massaro an Administrative Charge since Verizon first
8 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
9 September 2005. Mr. Massaro did not receive notice or adequate notice that the Administrative
10 Charge would be charged or regarding the true nature or basis of the charge.

11 328. Verizon has continued to charge Mr. Massaro an Administrative Charge every
12 month from September 2005 through the present.

13 329. During that time, Verizon has increased the amount of the Administrative
14 Charge charged to Mr. Massaro several times. Until December 2015, the Administrative
15 Charge remained under a dollar per line each month. In December 2015, Verizon increased the
16 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
17 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
18 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
19 as of this filing.

20 330. Through its imposition of the Administrative Charge, Verizon has for 17 years
21 charged Mr. Massaro a higher price for his service plans each month than Verizon advertised
22 and that he was promised and expected to pay.

23 331. Mr. Massaro has changed his Verizon plan over the years to add two more lines
24 for his family. Each time Mr. Massaro added a new line, he would do so in-person at a Verizon
25 corporate-owned store in Yucaipa, California, or over the phone with a Verizon customer
26 service agent. Mr. Massaro has also purchased several mobile phones over the years from
27 Verizon, either in-person at a Verizon store, on Verizon's website, or over the phone with a
28 Verizon customer service agent. Nearly every time since 2014 that Mr. Massaro purchased a

1 new phone from Verizon he entered into a 24-payment device installment plan to pay for the
2 device. Mr. Massaro is currently on three 24-payment device installment plans for two iPhone
3 11 phones and an iPhone 12 Pro phone.

4 332. Each and every time that Mr. Massaro changed his wireless service plan,
5 Verizon prominently advertised and quoted, to Mr. Massaro and the public, a particular
6 monthly price for the wireless service plan, and did not disclose the Administrative Charge.
7 The price that Verizon quoted and stated to Mr. Massaro did not include the Administrative
8 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of
9 the Administrative Charge). Nor did Verizon disclose that the total price would or might
10 increase as a result of increases to the Administrative Charge. Likewise, each time that Mr.
11 Massaro purchased a new mobile phone from Verizon, at no point before or during the process
12 was the Administrative Charge disclosed to him.

13 333. Mr. Massaro has been signed up for electronic billing and Auto Pay for the past
14 few years, as Verizon encouraged him to do. Through this billing process, Mr. Massaro
15 receives a monthly Verizon billing email which states his bill total and informs him that his bill
16 will be automatically paid by the payment due date because he has Auto Pay. Verizon's Auto
17 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged
18 above, Verizon's electronic billing, the My Verizon online billing center and payment process,
19 and the full online PDF monthly billing statements are deliberately designed in a manner to
20 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and
21 monthly statements did not inform or adequately disclose to Mr. Massaro that Verizon was
22 adding an Administrative Charge to his bill each month or disclose the true nature or basis of
23 the charge.

24 334. Mr. Massaro did not learn of the Administrative Charge's existence until it was
25 brought to his attention by his counsel in November 2021.

26 335. When Mr. Massaro agreed to purchase his Verizon service plans, he was relying
27 on Verizon's prominent representations, in each instance, regarding the monthly price of the
28 service plans. Mr. Massaro did not expect (and he was never told) that Verizon would actually

1 charge him a so-called Administrative Charge on top of the advertised service plan price or that
2 the true price of the services would include an additional Administrative Charge for each phone
3 line which Verizon could and would increase at its desire. That information would have been
4 material to him. Had he known that information he would not have been willing to pay as much
5 for his plans and would have acted differently.

6 336. Mr. Massaro has a legal right to rely now, and in the future, on the truthfulness
7 and accuracy of Verizon's representations and advertisements regarding its wireless service
8 plan prices. Mr. Massaro believes that he was given the services Verizon promised him—just
9 not at the price Verizon promised and advertised to him.

10 337. Mr. Massaro remains a Verizon postpaid wireless customer as of this filing.
11 Mr. Massaro desires to sign up for different Verizon postpaid wireless service plans and
12 Verizon device installment plans in the future. However, Mr. Massaro wants to be confident
13 that the advertised and quoted price for Verizon's service plans is the true and full price for the
14 services (i.e., that it includes all applicable discretionary monthly service charges such as the
15 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
16 service charge (like it did with the Administrative Charge), Mr. Massaro wants to be confident
17 that Verizon will include the amount of that service charge in the advertised and quoted service
18 plan price. Mr. Massaro will be harmed if, in the future, he is left to guess as to whether
19 Verizon's representations are accurate and whether there are omissions of material facts
20 regarding the wireless service plans being advertised and represented to him.

21 **Plaintiff Louise Monsour**

22 338. Plaintiff Louise Monsour is, and at all relevant times has been, a citizen and
23 resident of Eureka, California.

24 339. Ms. Monsour has been a continuous Verizon postpaid wireless customer for
25 over 20 years. She initially signed up for Verizon postpaid wireless service in a Verizon
26 corporate-owned store near her home. She signed up for a two-year service contract for one
27 line. She also purchased a new phone along with the service contract, as part of a bundle.

28 340. When Ms. Monsour purchased her wireless service plan, Verizon prominently

1 advertised and quoted, to Ms. Monsour and the public, that the plan would cost a particular
2 monthly price. Verizon did not disclose to Ms. Monsour, at any time before or when she signed
3 up, that Verizon would or might later add an Administrative Charge on top of the advertised
4 and promised monthly price.

5 341. Verizon charged Ms. Monsour an Administrative Charge since Verizon first
6 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
7 September 2005. Ms. Monsour did not receive notice or adequate notice that the Administrative
8 Charge would be charged or regarding the true nature or basis of the charge.

9 342. Verizon has continued to charge Ms. Monsour an Administrative Charge every
10 month from September 2005 through the present.

11 343. During that time, Verizon has increased the amount of the Administrative
12 Charge charged to Ms. Monsour several times. Until December 2015, the Administrative
13 Charge remained under a dollar per line each month. In December 2015, Verizon increased the
14 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
15 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
16 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
17 current amount as of this filing.

18 344. Through its imposition of the Administrative Charge, Verizon has for 17 years
19 charged Ms. Monsour a higher price for her service plans each month than Verizon advertised
20 and that she was promised and expected to pay.

21 345. Ms. Monsour has changed her Verizon service plan over the years, including
22 adding a second line (which she removed a couple of years ago). Whenever Ms. Monsour
23 changed her service plan, she would either visit a Verizon corporate-owned store in California
24 or call Verizon. Ms. Monsour has also purchased several mobile phones over the years from
25 Verizon. Prior to 2014, Ms. Monsour would commit to 2-year service contracts with Verizon
26 each time she purchased a mobile phone. On or after 2014, Ms. Monsour typically purchased
27 new phones from Verizon on 24-payment device installment plans where the payments were
28 added to her monthly Verizon bill.

1 346. Each and every time that Ms. Monsour changed her wireless service plan,
2 Verizon prominently advertised and quoted, to Ms. Monsour and the public, a particular
3 monthly price for the wireless service plan, and did not disclose the Administrative Charge.
4 The price that Verizon quoted and stated to Ms. Monsour did not include the Administrative
5 Charge, nor did it reflect the true total amount she would be charged each month (inclusive of
6 the Administrative Charge). Nor did Verizon disclose that the total price would or might
7 increase as a result of increases to the Administrative Charge. Likewise, each time that Ms.
8 Monsour purchased a new mobile phone from Verizon, at no point before or during the process
9 was the Administrative Charge disclosed to her.

10 347. Ms. Monsour has been signed up for electronic billing and Auto Pay for the past
11 few years, as Verizon encouraged her to do. Through this billing process, Ms. Monsour
12 receives a monthly Verizon billing email which states her bill total and informs her that her bill
13 will be automatically paid by the payment due date because she has Auto Pay. Verizon's Auto
14 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged
15 above, Verizon's electronic billing, the My Verizon online billing center and payment process,
16 and the full online PDF monthly billing statements are deliberately designed in a manner to
17 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and
18 monthly statements did not inform or adequately disclose to Ms. Monsour that Verizon was
19 adding an Administrative Charge to her bill each month or disclose the true nature or basis of
20 the charge.

21 348. Ms. Monsour did not learn of the Administrative Charge's existence until it was
22 brought to her attention by her counsel in November 2021.

23 349. When Ms. Monsour agreed to purchase her Verizon service plans, she was
24 relying on Verizon's prominent representations, in each instance, regarding the monthly price
25 of the service plans. Ms. Monsour did not expect (and she was never told) that Verizon would
26 actually charge her a so-called Administrative Charge on top of the advertised service plan
27 price or that the true price of the services would include an additional Administrative Charge
28 for each phone line which Verizon could and would increase at its desire. That information

1 would have been material to her. Had she known that information she would not have been
2 willing to pay as much for her plans and would have acted differently.

3 350. Ms. Monsour has a legal right to rely now, and in the future, on the truthfulness
4 and accuracy of Verizon's representations and advertisements regarding its wireless service
5 plan prices. Ms. Monsour believes that she was given the services Verizon promised her—just
6 not at the price Verizon promised and advertised to her.

7 351. Ms. Monsour remains a Verizon postpaid wireless customer as of this filing. Ms.
8 Monsour does not have feasible options other than Verizon for good wireless service coverage
9 in her geographic area in Eureka, California. Ms. Monsour desires to sign up for different
10 Verizon postpaid wireless service plans and Verizon device installment plans in the future.
11 However, Ms. Monsour wants to be confident that the advertised and quoted price for
12 Verizon's service plans is the true and full price for the services (i.e., that it includes all
13 applicable discretionary monthly service charges such as the Administrative Charge). And, if
14 Verizon introduces any new or invented discretionary monthly service charge (like it did with
15 the Administrative Charge), Ms. Monsour wants to be confident that Verizon will include the
16 amount of that service charge in the advertised and quoted service plan price. Ms. Monsour will
17 be harmed if, in the future, she is left to guess as to whether Verizon's representations are
18 accurate and whether there are omissions of material facts regarding the wireless service plans
19 being advertised and represented to her.

20 **Plaintiff Darleen Perez**

21 352. Plaintiff Darleen Perez is, and at all relevant times has been, a citizen and
22 resident of Long Beach, California.

23 353. Ms. Perez has been a continuous Verizon postpaid wireless customer since at
24 least 2004. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-
25 owned store located near her home. She signed up for a two-year service contract for one line
26 of service. She also purchased a new phone along with the service contract, as part of a bundle.

27 354. When Ms. Perez purchased her wireless service plan, Verizon prominently
28 advertised and quoted, to Ms. Perez and the public, that the plan would cost a particular

1 monthly price. Verizon did not disclose to Ms. Perez, at any time before or when she signed up,
2 that Verizon would or might later add an Administrative Charge on top of the advertised and
3 promised monthly price.

4 355. Verizon charged Ms. Perez an Administrative Charge since Verizon first began
5 sneaking the Administrative Charge into all of its postpaid wireless customers' bills September
6 2005. Ms. Perez did not receive notice or adequate notice that the Administrative Charge would
7 be charged or regarding the true nature or basis of the charge.

8 356. Verizon has continued to charge Ms. Perez an Administrative Charge every
9 month from September 2005 through the present.

10 357. During that time, Verizon has increased the amount of the Administrative
11 Charge charged to Ms. Perez several times. Until December 2015, the Administrative Charge
12 remained under a dollar per line each month. In December 2015, Verizon increased the
13 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
14 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
15 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
16 current amount as of this filing.

17 358. Through its imposition of the Administrative Charge, Verizon has for 17 years
18 charged Ms. Perez a higher price for her service plans each month than Verizon advertised and
19 that she was promised and expected to pay.

20 359. Ms. Perez has changed her Verizon service plan a few times over the years,
21 including adding a second line for her Apple Watch and changing her plan to Verizon's "Get
22 More Unlimited 5G UW" plan in 2020. Ms. Perez has also purchased several mobile phones
23 over the years from Verizon. Prior to 2014, Ms. Perez would commit to 2-year service contracts
24 with Verizon each time she purchased a mobile phone. On or after 2014, Ms. Perez typically
25 purchased new phones from Verizon on 24-payment device installment plans. Ms. Perez is
26 currently on a 24-payment device installment plan for her iPhone 12 Pro Max. Nearly every
27 time since 2010 that Ms. Perez changed her wireless service plan or purchased a new mobile
28 phone, she did so through Verizon's website.

1 360. Each and every time that Ms. Perez changed her wireless service plan, Verizon
2 prominently advertised and quoted, to Ms. Perez and the public, a particular monthly price for
3 the wireless service plan, and did not disclose the Administrative Charge. The price that
4 Verizon quoted and represented to Ms. Perez did not include the Administrative Charge, nor
5 did it reflect the true total amount she would be charged each month (inclusive of the
6 Administrative Charge). Nor did Verizon disclose that the total price would or might increase
7 as a result of increases to the Administrative Charge. Likewise, each time that Ms. Perez
8 purchased a new mobile phone from Verizon, at no point before or during the process was the
9 Administrative Charge disclosed to her.

10 361. For many years, Ms. Perez has been signed up for electronic billing, as Verizon
11 encouraged her to do. Each month, Ms. Perez receives an email notification and a text message
12 from Verizon informing her that her monthly service bill is ready and stating only the total
13 dollar amount of the bill. Ms. Perez then uses the My Verizon smartphone app to log into her
14 My Verizon account to pay the bill. As alleged above, Verizon's electronic billing, the My
15 Verizon online billing center and payment process, and the full online PDF monthly billing
16 statements are deliberately designed in a manner to hide and disguise the Administrative
17 Charge. Verizon's monthly electronic billing process and monthly statements did not inform or
18 adequately disclose to Ms. Perez that Verizon was adding an Administrative Charge to her bill
19 each month or disclose the true nature or basis of the charge.

20 362. Ms. Perez did not learn of the Administrative Charge's existence until it was
21 brought to her attention by her counsel in December 2021.

22 363. When Ms. Perez agreed to purchase her Verizon service plans, she was relying
23 on Verizon's prominent representations, in each instance, regarding the monthly price of the
24 service plans. Ms. Perez did not expect (and she was never told) that Verizon would actually
25 charge her a so-called Administrative Charge on top of the advertised service plan price or that
26 the true price of the services would include an additional Administrative Charge for each phone
27 line which Verizon could and would increase at its desire. That information would have been
28 material to her. Had she known that information she would not have been willing to pay as

1 much for her plans and would have acted differently.

2 364. Ms. Perez has a legal right to rely now, and in the future, on the truthfulness and
3 accuracy of Verizon's representations and advertisements regarding its wireless service plan
4 prices. Ms. Perez believes that she was given the services Verizon promised her—just not at the
5 price Verizon promised and advertised to her.

6 365. Ms. Perez remains a Verizon postpaid wireless customer as of this filing.
7 Ms. Perez desires to sign up for different Verizon postpaid wireless service plans and Verizon
8 device installment plans in the future. However, Ms. Perez wants to be confident that the
9 advertised and quoted price for Verizon's service plans is the true and full price for the services
10 (i.e., that it includes all applicable discretionary monthly service charges such as the
11 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
12 service charge (like it did with the Administrative Charge), Ms. Perez wants to be confident
13 that Verizon will include the amount of that service charge in the advertised and quoted service
14 plan price. Ms. Perez will be harmed if, in the future, she is left to guess as to whether
15 Verizon's representations are accurate and whether there are omissions of material facts
16 regarding the wireless service plans being advertised and represented to her.

17 **Plaintiff Gabrielle Pozzuoli**

18 366. Plaintiff Gabrielle Pozzuoli is currently a citizen and resident of Woodland
19 Hills, California.

20 367. Ms. Pozzuoli has been a continuous Verizon postpaid wireless customer since at
21 least 2004. Ms. Pozzuoli initially signed up for Verizon postpaid wireless service in a Verizon
22 corporate-owned store in California. At that time, Ms. Pozzuoli signed up for a two-year
23 service contract for one wireless line. She also purchased a new phone along with the service
24 contract, as part of a bundle. (When Ms. Pozzuoli first signed up, she did so under her previous
25 name, Gabrielle Davis. This is still the name on her Verizon account.)

26 368. When Ms. Pozzuoli purchased her wireless service plan, Verizon prominently
27 advertised and quoted, to Ms. Pozzuoli and the public, that the plan would cost a particular
28 monthly price. Verizon did not disclose to Ms. Pozzuoli, at any time before or when she signed

1 up, that Verizon would or might later add an Administrative Charge on top of the advertised
2 and promised monthly price.

3 369. Verizon charged Ms. Pozzuoli an Administrative Charge since Verizon first
4 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
5 September 2005. Ms. Pozzuoli did not receive notice or adequate notice that the Administrative
6 Charge would be charged or regarding the true nature or basis of the charge.

7 370. Verizon has continued to charge Ms. Pozzuoli an Administrative Charge every
8 month from September 2005 through the present.

9 371. During that time, Verizon has increased the amount of the Administrative
10 Charge charged to Ms. Pozzuoli several times. Until December 2015, the Administrative
11 Charge remained under a dollar per line each month. In December 2015, Verizon increased the
12 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
13 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
14 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
15 current amount as of this filing.

16 372. Through its imposition of the Administrative Charge, Verizon has for 17 years
17 charged Ms. Pozzuoli a higher price for her service plans each month than Verizon advertised
18 and that she was promised and expected to pay.

19 373. Ms. Pozzuoli has changed her Verizon service plan several times over the years,
20 including adding three more lines to her account. Most recently, on or around October 2021
21 Ms. Pozzuoli changed her service plan to Verizon's "Play More Unlimited 5G UW" plan when
22 she purchased two new iPhone 13 phones at the Apple Store; Ms. Pozzuloli then had to
23 complete the service plan change at a Verizon corporate-owned store due to some problem with
24 the plan change in the Apple Store.

25 374. Ms. Pozzuoli has also purchased several mobile phones over the years directly
26 from Verizon or from the Apple Store. Prior to 2014, Ms. Pozzuoli would commit to 2-year
27 service contracts with Verizon each time she purchased a mobile phone. On or after 2014, Ms.
28 Pozzuoli typically purchased new phones for her Verizon account on device installment plans,

1 where the monthly installment payments were added to her Verizon bill. Mostly recently, when
2 she purchased the two new iPhone 13 phones in October 2021, Ms. Pozzuoli entered into 30-
3 payment device installment plans for each of the phones.

4 375. Each and every time that Ms. Pozzuoli changed her wireless service plan,
5 Verizon prominently advertised and quoted, to Ms. Pozzuoli and the public, a particular
6 monthly price for the wireless service plan, and did not disclose the Administrative Charge.
7 The price that Verizon quoted and stated to Ms. Pozzuoli (including via the Verizon-created
8 process utilized at the Apple Store) did not include the Administrative Charge, nor did it reflect
9 the true total amount she would be charged each month (inclusive of the Administrative
10 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
11 increases to the Administrative Charge. Likewise, each time that Ms. Pozzuoli purchased a new
12 mobile phone from Verizon or from the Apple Store, at no point before or during the process
13 was the Administrative Charge disclosed to her.

14 376. Ms. Pozzuoli has been signed up for electronic billing and Auto Pay for the past
15 few years, as Verizon encouraged her to do. Through this billing process, Ms. Pozzuoli receives
16 a monthly Verizon billing email which states her bill total and informs her that her bill will be
17 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay
18 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,
19 Verizon's electronic billing, the My Verizon online billing center and payment process, and the
20 full online PDF monthly billing statements are deliberately designed in a manner to hide and
21 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly
22 statements did not inform or adequately disclose to Ms. Pozzuoli that Verizon was adding an
23 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

24 377. Ms. Pozzuoli did not learn of the Administrative Charge's existence until it was
25 brought to her attention by her counsel in December 2021.

26 378. When Ms. Pozzuoli agreed to purchase her Verizon service plans, she was
27 relying on Verizon's prominent representations, in each instance, regarding the monthly price
28 of the service plans. Ms. Pozzuoli did not expect (and she was never told) that Verizon would

1 actually charge her a so-called Administrative Charge on top of the advertised service plan
2 price or that the true price of the services would include an additional Administrative Charge
3 for each phone line which Verizon could and would increase at its desire. That information
4 would have been material to her. Had she known that information she would not have been
5 willing to pay as much for her plans and would have acted differently.

6 379. Ms. Pozzuoli has a legal right to rely now, and in the future, on the truthfulness
7 and accuracy of Verizon's representations and advertisements regarding its wireless service
8 plan prices. Ms. Pozzuoli believes that she was given the services Verizon promised her—just
9 not at the price Verizon promised and advertised to her.

10 380. Ms. Pozzuoli remains a Verizon postpaid wireless customer as of this filing. Ms.
11 Pozzuoli desires to sign up for different Verizon postpaid wireless service plans and Verizon
12 device installment plans in the future. However, Ms. Pozzuoli wants to be confident that the
13 advertised and quoted price for Verizon's service plans is the true and full price for the services
14 (i.e., that it includes all applicable discretionary monthly service charges such as the
15 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
16 service charge (like it did with the Administrative Charge), Ms. Pozzuoli wants to be confident
17 that Verizon will include the amount of that service charge in the advertised and quoted service
18 plan price. Ms. Pozzuoli will be harmed if, in the future, she is left to guess as to whether
19 Verizon's representations are accurate and whether there are omissions of material facts
20 regarding the wireless service plans being advertised and represented to her.

21 **Plaintiff Valerie Reed**

22 381. Plaintiff Valerie Reed is, and at all relevant times has been, a citizen and
23 resident of Eureka, California.

24 382. Ms. Reed has been a continuous Verizon postpaid wireless customer since at
25 least 2017. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-
26 owned store located in Eureka, California. When she signed up for service, she also purchased
27 several mobile phones on 24-payment device installment plans. She currently has six lines of
28 wireless service.

1 383. When Ms. Reed purchased her wireless service plan, Verizon prominently
2 advertised and quoted, to Ms. Reed and the public, that the plan would cost a particular
3 monthly price. Verizon did not disclose to Ms. Reed, at any time before or when she signed up,
4 that Verizon would charge her the Administrative Charge on top of the advertised and promised
5 monthly price.

6 384. Verizon charged Ms. Reed an Administrative Charge beginning on her first bill.
7 Ms. Reed did not receive notice or adequate notice that the Administrative Charge would be
8 charged or regarding the true nature or basis of the charge.

9 385. Verizon has continued to charge Ms. Reed an Administrative Charge every
10 month from 2017 through the present.

11 386. During that time, Verizon has increased the amount of the Administrative
12 Charge charged to Ms. Reed at least twice. In August 2019, Verizon raised the Administrative
13 Charge from \$1.23 to \$1.78 per line each month. In August 2020, Verizon once again increased
14 the Administrative Charge, this time to \$1.95 per line each month, which is the current amount
15 as of this filing.

16 387. Through its imposition of the Administrative Charge, Verizon has for 5 years
17 charged Ms. Reed a higher price for her service plans each month than Verizon advertised and
18 that she was promised and expected to pay.

19 388. Ms. Reed has changed her Verizon service plan several times over the years,
20 including adding more lines for her family and changing her plan to Verizon's "Get More
21 Unlimited" plan. Ms. Reed has also purchased several mobile phones directly from Verizon
22 over the years. Ms. Reed typically purchased new phones from Verizon on 24-payment device
23 installment plans. Ms. Reed is currently on three 24-payment device installment plans for her
24 iPhone 12 Pro, iPhone 11 Pro Max, and iPhone SE 2020. Ms. Reed typically changed her
25 wireless service plan and purchased new phones by calling Verizon customer service.

26 389. Each and every time that Ms. Reed changed her wireless service plan, Verizon
27 prominently advertised and quoted, to Ms. Reed and the public, a particular monthly price for
28 the wireless service plan, and did not disclose the Administrative Charge. The price that

1 Verizon quoted and stated to Ms. Reed did not include the Administrative Charge, nor did it
2 reflect the true total amount she would be charged each month (inclusive of the Administrative
3 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
4 increases to the Administrative Charge. Likewise, each time that Ms. Reed purchased a new
5 mobile phone from Verizon, at no point before or during the process was the Administrative
6 Charge disclosed to her.

7 390. Ms. Reed has been signed up for electronic billing and Auto Pay for the past few
8 years, as Verizon encouraged her to do. Through this billing process, Ms. Reed receives a
9 monthly Verizon billing email which states her bill total and informs her that her bill will be
10 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay
11 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,
12 Verizon's electronic billing, the My Verizon online billing center and payment process, and the
13 full online PDF monthly billing statements are deliberately designed in a manner to hide and
14 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly
15 statements did not inform or adequately disclose to Ms. Reed that Verizon was adding an
16 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

17 391. Ms. Reed did not learn of the Administrative Charge's existence until it was
18 brought to her attention by her counsel in November 2021.

19 392. When Ms. Reed agreed to purchase her Verizon service plans, she was relying
20 on Verizon's prominent representations, in each instance, regarding the monthly price of the
21 service plans. Ms. Reed did not expect (and she was never told) that Verizon would actually
22 charge her a so-called Administrative Charge on top of the advertised service plan price or that
23 the true price of the services would include an additional Administrative Charge for each phone
24 line which Verizon could and would increase at its desire. That information would have been
25 material to her. Had she known that information she would not have been willing to pay as
26 much for her plans and would have acted differently.

27 393. Ms. Reed has a legal right to rely now, and in the future, on the truthfulness and
28 accuracy of Verizon's representations and advertisements regarding its wireless service plan

1 prices. Ms. Reed believes that she was given the services Verizon promised her—just not at the
2 price Verizon promised and advertised to her.

3 394. Ms. Reed remains a Verizon postpaid wireless customer as of this filing.
4 Ms. Reed does not have feasible options other than Verizon for good wireless service coverage
5 in her geographic area in Eureka, California. Ms. Reed desires to sign up for different Verizon
6 postpaid wireless service plans and Verizon device installment plans in the future. However,
7 Ms. Reed wants to be confident that the advertised and quoted price for Verizon's service plans
8 is the true and full price for the services (i.e., that it includes all applicable discretionary
9 monthly service charges such as the Administrative Charge). And, if Verizon introduces any
10 new or invented discretionary monthly service charge (like it did with the Administrative
11 Charge), Ms. Reed wants to be confident that Verizon will include the amount of that service
12 charge in the advertised and quoted service plan price. Ms. Reed will be harmed if, in the
13 future, she is left to guess as to whether Verizon's representations are accurate and whether
14 there are omissions of material facts regarding the wireless service plans being advertised and
15 represented to her.

16 **Plaintiff Bruce Schramm**

17 395. Plaintiff Bruce Schramm is a citizen and resident of Tarzana, California.

18 396. Mr. Schramm has been a continuous Verizon postpaid wireless customer for
19 over 19 years. On or around 2002, Mr. Schramm signed up for one line of Verizon postpaid
20 service at a RadioShack store in California. He signed up for a service contract with Verizon
21 that was at least one year in length. He also purchased a new phone along with the service
22 contract, as part of a bundle.

23 397. To sign up for the service plan, Mr. Schramm completed a Verizon-created
24 process at the RadioShack store. When Mr. Schramm purchased the wireless service plan,
25 Verizon prominently advertised and quoted, to Mr. Schramm and the public, that the plan
26 would cost a particular monthly price. Mr. Schramm was not informed, at any time before or
27 when he signed up, that Verizon would or might later add an Administrative Charge on top of
28 the advertised and promised monthly price.

1 398. Verizon first began charging Mr. Schramm an Administrative Charge September
2 2005. Mr. Schramm did not receive notice or adequate notice that the Administrative Charge
3 would be charged or regarding the true nature or basis of the charge.

4 399. Verizon has continued to charge Mr. Schramm an Administrative Charge every
5 month from September 2005 through the present.

6 400. During that time, Verizon has increased the amount of the Administrative
7 Charge charged to Mr. Schramm several times. Until December 2015, the Administrative
8 Charge remained under a dollar per line each month. In December 2015, Verizon increased the
9 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
10 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
11 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
12 as of this filing.

13 401. Through its imposition of the Administrative Charge, Verizon has for 17 years
14 charged Mr. Schramm a higher price for his service plans each month than Verizon advertised
15 and that he was promised and expected to pay.

16 402. Mr. Schramm has changed his Verizon plan a few times over the years,
17 including adding three more lines for his family around 2011 (his daughter has since left his
18 Verizon plan, so Mr. Schramm currently has a total of three lines of service). Every time Mr.
19 Schramm changed his Verizon plan, he would do so at a Verizon corporate-owned store in
20 California. Mr. Schramm has also purchased several mobile phones over the years from
21 Verizon. From 2014 up until a few years ago, each time Mr. Schramm purchased a new phone
22 from Verizon he entered into a 24-payment device installment plan to pay for the phone.
23 However, a few years ago Verizon informed him that going forward, in order to sign up for
24 Verizon's device installment plans he would have to switch his older service plan to a newer
25 Verizon "Unlimited" plan—which he did not want to do. Thus, for the past few years, in order
26 to keep his existing service plan, Mr. Schramm has paid upfront (without an installment plan)
27 for all of his new phones at a Verizon corporate-owned store or at the Apple Store.

28 403. Each and every time that Mr. Schramm changed his wireless service plan,

1 Verizon prominently advertised and quoted, to Mr. Schramm and the public, a particular
2 monthly price for the wireless service plan, and did not disclose the Administrative Charge.
3 The price that Verizon quoted and stated to Mr. Schramm did not include the Administrative
4 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of
5 the Administrative Charge). Nor did Verizon disclose that the total price would or might
6 increase as a result of increases to the Administrative Charge. Likewise, each time that Mr.
7 Schramm purchased a new mobile phone directly from Verizon or at the Apple Store, at no
8 point before or during the process was the Administrative Charge disclosed to him.

9 404. Mr. Schramm has been signed up for electronic billing and Auto Pay for at least
10 the last year, as Verizon encouraged him to do. Through this billing process, Mr. Schramm
11 receives a monthly Verizon text message which states his bill total and informs him that his bill
12 will be automatically paid by the payment due date because he has Auto Pay. Verizon's Auto
13 Pay feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged
14 above, Verizon's electronic billing, the My Verizon online billing center and payment process,
15 and the full online PDF monthly billing statements are deliberately designed in a manner to
16 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and
17 monthly statements did not inform or adequately disclose to Mr. Schramm that Verizon was
18 adding an Administrative Charge to his bill each month or disclose the true nature or basis of
19 the charge.

20 405. Mr. Schramm first learned of the Administrative Charge's existence several
21 years ago. When he first noticed the Administrative Charge on his bill, he did not understand
22 what it was for, but believed that it was a mandatory charge that could not be waived. As
23 described in detail above, the first page of the bill falsely states that "Surcharges" (which is
24 how Verizon labels the Administrative Charge) are to "cover the costs that are billed to us by
25 federal, state or local governments."

26 406. When Mr. Schramm agreed to purchase his Verizon service plans, he was
27 relying on Verizon's prominent representations, in each instance, regarding the monthly price
28 of the service plans. Mr. Schramm did not expect (and he was never told) that Verizon would

1 actually charge him a so-called Administrative Charge on top of the advertised service plan
2 price or that the true price of the services would include an additional Administrative Charge
3 for each phone line which Verizon could and would increase at its desire. That information
4 would have been material to him. Had he known that information he would not have been
5 willing to pay as much for his plans and would have acted differently.

6 407. Mr. Schramm has a legal right to rely now, and in the future, on the truthfulness
7 and accuracy of Verizon's representations and advertisements regarding its wireless service
8 plan prices. Mr. Schramm believes that he was given the services Verizon promised him—just
9 not at the price Verizon promised and advertised to him.

10 408. Mr. Schramm remains a Verizon postpaid wireless customer as of this filing.
11 Mr. Schramm desires to sign up for different Verizon postpaid wireless service plans and
12 Verizon device installment plans in the future. However, Mr. Schramm wants to be confident
13 that the advertised and quoted price for Verizon's service plans is the true and full price for the
14 services (i.e., that it includes all applicable discretionary monthly service charges such as the
15 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
16 service charge (like it did with the Administrative Charge), Mr. Schramm wants to be confident
17 that Verizon will include the amount of that service charge in the advertised and quoted service
18 plan price. Mr. Schramm will be harmed if, in the future, he is left to guess as to whether
19 Verizon's representations are accurate and whether there are omissions of material facts
20 regarding the wireless service plans being advertised and represented to him.

21 **Plaintiff Kerry Showalter**

22 409. Plaintiff Kerry Showalter is a citizen and resident of Newbury Park, California.

23 410. Mr. Showalter has been a continuous Verizon postpaid wireless customer since
24 2001, when he signed up for two lines of postpaid service in a Verizon corporate-owned store
25 in California. He also purchased two new phones along with the service contracts, as part of a
26 bundle.

27 411. When Mr. Showalter purchased the wireless service plan, Verizon prominently
28 advertised and quoted, to Mr. Showalter and the public, that the plan would cost a particular

1 monthly price. Verizon did not disclose to Mr. Showalter, at any time before or when he signed
2 up, that Verizon would or might later add an Administrative Charge on top of the advertised
3 and promised monthly price.

4 412. Verizon charged Mr. Showalter an Administrative Charge since Verizon first
5 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
6 September 2005. Mr. Showalter did not receive notice or adequate notice that the
7 Administrative Charge would be charged or regarding the true nature or basis of the charge.

8 413. Verizon has continued to charge Mr. Showalter an Administrative Charge every
9 month from September 2005 through the present.

10 414. During that time, Verizon has increased the amount of the Administrative
11 Charge charged to Mr. Showalter several times. Until December 2015, the Administrative
12 Charge remained under a dollar per line each month. In December 2015, Verizon increased the
13 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
14 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
15 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
16 as of this filing.

17 415. Through its imposition of the Administrative Charge, Verizon has for 17 years
18 charged Mr. Showalter a higher price for his service plans each month than Verizon advertised
19 and that he was promised and expected to pay.

20 416. Mr. Showalter has changed his Verizon plan several times over the years,
21 including adding a third line for his son (the third line was removed around six years ago).
22 Also, around 10 years ago, he put the Verizon account under his wife's name, Lisa Showalter
23 so that they could enjoy an employer discount. However, Mr. Showalter has always been the
24 person who managed and made payments on the Verizon account.

25 417. Mr. Showalter has also purchased several mobile phones over the years directly
26 from Verizon. Since 2014, when Mr. Showalter purchased a new phone from Verizon he
27 typically entered into a 24-payment device installment plan. Recently, Mr. Showalter has
28 purchased several new phones by paying upfront (without a device installment plan) from

1 third-party vendors including on Amazon.com.

2 418. Each and every time that Mr. Showalter changed his wireless service plan,
3 Verizon prominently advertised and quoted, to Mr. Showalter and the public, a particular
4 monthly price for the wireless service plan, and did not disclose the Administrative Charge.
5 The price that Verizon quoted and stated to Mr. Showalter did not include the Administrative
6 Charge, nor did it reflect the true total amount he would be charged each month (inclusive of
7 the Administrative Charge). Nor did Verizon disclose that the total price would or might
8 increase as a result of increases to the Administrative Charge. Likewise, each time that Mr.
9 Showalter purchased a new mobile phone from Verizon, at no point before or during the
10 process was the Administrative Charge disclosed to him.

11 419. Mr. Showalter has always been enrolled in paper billing, and he pays his bills by
12 logging into his My Verizon account online. As described in detail above, Verizon's paper bills
13 do not contain a line item or a listed amount for the Administrative Charge. And, as alleged
14 above, Verizon's electronic billing, the My Verizon online billing center and payment process,
15 and the full online PDF monthly billing statements are deliberately designed in a manner to
16 hide and disguise the Administrative Charge. Verizon's monthly electronic billing process and
17 monthly statements did not inform or adequately disclose to Mr. Showalter that Verizon was
18 adding an Administrative Charge to his bill each month or disclose the true nature or basis of
19 the charge.

20 420. Mr. Showalter does not recall learning of the Administrative Charge's existence
21 until it was brought to his attention by his counsel in November 2021.

22 421. When Mr. Showalter agreed to purchase his Verizon service plans, he was
23 relying on Verizon's prominent representations, in each instance, regarding the monthly price
24 of the service plans. Mr. Showalter did not expect (and he was never told) that Verizon would
25 actually charge him a so-called Administrative Charge on top of the advertised service plan
26 price or that the true price of the services would include an additional Administrative Charge
27 for each phone line which Verizon could and would increase at its desire. That information
28 would have been material to him. Had he known that information he would not have been

1 willing to pay as much for his plans and would have acted differently.

2 422. Mr. Showalter has a legal right to rely now, and in the future, on the truthfulness
3 and accuracy of Verizon's representations and advertisements regarding its wireless service
4 plan prices. Mr. Showalter believes that he was given the services Verizon promised him—just
5 not at the price Verizon promised and advertised to him.

6 423. Mr. Showalter remains a Verizon postpaid wireless customer as of this filing.
7 Mr. Showalter desires to sign up for different Verizon postpaid wireless service plans in the
8 future. However, Mr. Showalter wants to be confident that the advertised and quoted price for
9 Verizon's service plans is the true and full price for the services (i.e., that it includes all
10 applicable discretionary monthly service charges such as the Administrative Charge). And, if
11 Verizon introduces any new or invented discretionary monthly service charge (like it did with
12 the Administrative Charge), Mr. Showalter wants to be confident that Verizon will include the
13 amount of that service charge in the advertised and quoted service plan price. Mr. Showalter
14 will be harmed if, in the future, he is left to guess as to whether Verizon's representations are
15 accurate and whether there are omissions of material facts regarding the wireless service plans
16 being advertised and represented to him.

17 **Plaintiff John St.Jarre**

18 424. Plaintiff John St.Jarre is a citizen and resident of Wildomar, California.

19 425. Mr. St.Jarre has been a continuous Verizon postpaid wireless customer for over
20 20 years. He initially signed up for Verizon postpaid service in a Verizon corporate-owned
21 store in California. He signed up for a two-year service contract for one line. He also purchased
22 a new phone along with the service contract, as part of a bundle.

23 426. When Mr. St.Jarre purchased the phone and wireless service plan, Verizon
24 prominently advertised and quoted, to Mr. St.Jarre and the public, that the plan would cost a
25 particular monthly price. Verizon did not disclose to Mr. St.Jarre, at any time before or when he
26 signed up, that Verizon would or might later add an Administrative Charge on top of the
27 advertised and promised monthly price.

28 427. Verizon charged Mr. St.Jarre an Administrative Charge since Verizon first

1 began sneaking the Administrative Charge into all of its postpaid wireless customers' bills
2 September 2005. Mr. St.Jarre did not receive notice or adequate notice that the Administrative
3 Charge would be charged or regarding the true nature or basis of the charge.

4 428. Verizon has continued to charge Mr. St.Jarre an Administrative Charge every
5 month from September 2005 through the present.

6 429. During that time, Verizon has increased the amount of the Administrative
7 Charge charged to Mr. St.Jarre several times. Until December 2015, the Administrative Charge
8 remained under a dollar per line each month. In December 2015, Verizon increased the
9 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
10 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon
11 increased the Administrative Charge to \$1.95 per line each month, which is the current amount
12 as of this filing.

13 430. Through its imposition of the Administrative Charge, Verizon has for 17 years
14 charged Mr. St.Jarre a higher price for his service plans each month than Verizon advertised
15 and that he was promised and expected to pay.

16 431. Mr. St.Jarre has changed his Verizon service plan a few times over the years,
17 including changing his plan to Verizon's "Go Unlimited" plan around 2017. Mr. St.Jarre has
18 typically changed his service plan at a Verizon corporate-owned store. Mr. St.Jarre has also
19 purchased a few mobile phones over the years for his Verizon account. Prior to 2013, Mr.
20 St.Jarre purchased phones directly from Verizon, typically in a Verizon corporate-owned store.
21 After 2013, Mr. St.Jarre purchased new phones from his local Costco for use with his Verizon
22 account, including two or three iPhones. Prior to 2016, Mr. St.Jarre would commit to 2-year
23 service contracts with Verizon each time he purchased a mobile phone, and he would pay for
24 his phone upfront. When Mr. St.Jarre purchased his current iPhone 7 from Costco in or around
25 2017, he purchased the phone on a monthly installment plan which was charged to his Verizon
26 monthly bill.

27 432. Each and every time that Mr. St.Jarre changed his wireless service plan, Verizon
28 prominently advertised and quoted, to Mr. St.Jarre and the public, a particular monthly price for

1 the wireless service plan, and did not disclose the Administrative Charge. The price that
2 Verizon quoted and stated to Mr. St.Jarre did not include the Administrative Charge, nor did it
3 reflect the true total amount he would be charged each month (inclusive of the Administrative
4 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
5 increases to the Administrative Charge. Likewise, each time that Mr. St.Jarre purchased a new
6 mobile phone from Verizon or from Costco, at no point before or during the process was the
7 Administrative Charge disclosed to him.

8 433. Until about a year ago, Mr. St.Jarre had always been enrolled in paper billing,
9 and he paid his bill each month by sending Verizon a check in the mail. As described in detail
10 above, Verizon's paper bills do not contain a line item or a listed amount for the Administrative
11 Charge.

12 434. About a year ago, Mr. St.Jarre signed up for electronic billing and Auto Pay, as
13 Verizon encouraged him to do. Through this billing process, Mr. St.Jarre receives a monthly
14 Verizon text message and billing email which states his bill total and informs him that his bill
15 will be automatically paid by the payment due date because he has Auto Pay. Verizon's Auto
16 Pay feature discourages customers from reviewing their monthly bill. As alleged above,
17 Verizon's electronic billing, the My Verizon online billing center and payment process, and the
18 full online PDF monthly billing statements are deliberately designed in a manner to hide and
19 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly
20 statements did not inform or adequately disclose to Mr. St.Jarre that Verizon was adding an
21 Administrative Charge to his bill each month or disclose the true nature or basis of the charge.

22 435. Mr. St.Jarre first learned of the Administrative Charge's existence several years
23 ago. Based on the location of the Administrative Charge on the bill he examined, Mr. St.Jarre
24 believed that the Administrative Charge was a pass-through cost that Verizon was required to
25 charge. As described in detail above, the first page of the bill falsely states that "Surcharges"
26 (which is how Verizon labels the Administrative Charge) are to "cover the costs that are billed
27 to us by federal, state or local governments."

28 436. When Mr. St.Jarre agreed to purchase his Verizon service plans, he was relying

1 on Verizon's prominent representations, in each instance, regarding the monthly price of the
2 service plans. Mr. St.Jarre did not expect (and he was never told) that Verizon would actually
3 charge him a so-called Administrative Charge on top of the advertised service plan price or that
4 the true price of the services would include an additional Administrative Charge for each phone
5 line which Verizon could and would increase at its desire. That information would have been
6 material to him. Had he known that information he would not have been willing to pay as much
7 for his plans and would have acted differently.

8 437. Mr. St.Jarre has a legal right to rely now, and in the future, on the truthfulness
9 and accuracy of Verizon's representations and advertisements regarding its wireless service
10 plan prices. Mr. St.Jarre believes that he was given the services Verizon promised him—just
11 not at the price Verizon promised and advertised to him.

12 438. Mr. St.Jarre remains a Verizon postpaid wireless customer as of this filing.
13 Mr. St.Jarre desires to sign up for different Verizon postpaid wireless service plans and Verizon
14 device installment plans in the future. However, Mr. St.Jarre wants to be confident that the
15 advertised and quoted price for Verizon's service plans is the true and full price for the services
16 (i.e., that it includes all applicable discretionary monthly service charges such as the
17 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
18 service charge (like it did with the Administrative Charge), Mr. St.Jarre wants to be confident
19 that Verizon will include the amount of that service charge in the advertised and quoted service
20 plan price. Mr. St.Jarre will be harmed if, in the future, he is left to guess as to whether
21 Verizon's representations are accurate and whether there are omissions of material facts
22 regarding the wireless service plans being advertised and represented to him.

23 **Plaintiff Gloria Stern**

24 439. Plaintiff Gloria Stern is, and at all relevant times has been, a citizen and resident
25 of Temecula, California.

26 440. Ms. Stern has been a continuous Verizon postpaid wireless customer for over 20
27 years. She and her husband initially signed up for Verizon postpaid wireless service in a
28 Verizon corporate-owned store in California. They signed up for two-year service contracts for

1 two lines. They also purchased two new phones along with the service contracts, as part of a
2 bundle.

3 441. When Ms. Stern purchased her wireless service plan, Verizon prominently
4 advertised and quoted, to Ms. Stern and the public, that the plan would cost a particular
5 monthly price. Verizon did not disclose to Ms. Stern, at any time before or when she signed up,
6 that Verizon would or might later add an Administrative Charge on top of the advertised and
7 promised monthly price.

8 442. Verizon charged Ms. Stern an Administrative Charge since Verizon first began
9 sneaking the Administrative Charge into all of its postpaid wireless customers' bills September
10 2005. Ms. Stern did not receive notice or adequate notice that the Administrative Charge would
11 be charged or regarding the true nature or basis of the charge.

12 443. Verizon has continued to charge Ms. Stern an Administrative Charge every
13 month from September 2005 through the present.

14 444. During that time, Verizon has increased the amount of the Administrative
15 Charge charged to Ms. Stern several times. Until December 2015, the Administrative Charge
16 remained under a dollar per line each month. In December 2015, Verizon increased the
17 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
18 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
19 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
20 current amount as of this filing.

21 445. Through its imposition of the Administrative Charge, Verizon has for 17 years
22 charged Ms. Stern a higher price for her service plans each month than Verizon advertised and
23 that she was promised and expected to pay.

24 446. Ms. Stern has been subscribed to Verizon's "Unlimited 55+ Loyalty" wireless
25 plan for many years. When Ms. Stern's husband passed away approximately 3 years ago,
26 Ms. Stern's daughter began using that second line on the plan.

27 447. Ms. Stern has purchased a few mobile phones over the years directly from
28 Verizon, including in a Verizon corporate-owned store and from the Verizon website.

1 Ms. Stern has also purchased a phone from Costco for use with her Verizon account. Prior to
2 2014, Ms. Stern would commit to 2-year service contracts with Verizon each time she
3 purchased a mobile phone. In 2020, Ms. Stern bought an iPhone XR and an iPhone 11 from the
4 Verizon website, which she purchased on 24-payment device installment plans to be billed
5 monthly to her account. Each time that Ms. Stern purchased a new mobile phone directly from
6 Verizon or from Costco, at no point before or during the process was the Administrative
7 Charge disclosed to her.

8 448. For many years, Ms. Stern has been signed up for electronic billing, as Verizon
9 encouraged her to do. Each month, Ms. Stern receives a text message notification from Verizon
10 informing her that her monthly service bill is ready and stating only the total dollar amount of
11 the bill. Up until about 10 months ago, Ms. Stern then paid her bill by logging into her My
12 Verizon account and submitting payment. Approximately 10 months ago, Ms. Stern signed up
13 for Auto Pay when she purchased her current iPhone XR and Verizon at that time offered her
14 an Auto Pay discount on her bill.

15 449. Meanwhile, as alleged above, Verizon's electronic billing, the My Verizon
16 online billing center and payment process, and the full online PDF monthly billing statements
17 are deliberately designed in a manner to hide and disguise the Administrative Charge.

18 450. Verizon's monthly electronic billing process and monthly statements did not
19 inform or adequately disclose to Ms. Stern that Verizon was adding an Administrative Charge
20 to her bill each month or disclose the true nature or basis of the charge.

21 451. Ms. Stern did not learn of the Administrative Charge's existence until it was
22 brought to her attention by her counsel in December 2021.

23 452. When Ms. Stern agreed to purchase her Verizon service plans, she was relying
24 on Verizon's prominent representations, in each instance, regarding the monthly price of the
25 service plans. Ms. Stern did not expect (and she was never told) that Verizon would actually
26 charge her a so-called Administrative Charge on top of the advertised service plan price or that
27 the true price of the services would include an additional Administrative Charge for each phone
28 line which Verizon could and would increase at its desire. That information would have been

1 material to her. Had she known that information she would not have been willing to pay as
2 much for her plans and would have acted differently.

3 453. Ms. Stern has a legal right to rely now, and in the future, on the truthfulness and
4 accuracy of Verizon's representations and advertisements regarding its wireless service plan
5 prices. Ms. Stern believes that she was given the services Verizon promised her—just not at the
6 price Verizon promised and advertised to her.

7 454. Ms. Stern remains a Verizon postpaid wireless customer as of this filing.
8 Ms. Stern desires to sign up for different Verizon postpaid wireless service plans and Verizon
9 device installment plans in the future. However, Ms. Stern wants to be confident that the
10 advertised and quoted price for Verizon's service plans is the true and full price for the services
11 (i.e., that it includes all applicable discretionary monthly service charges such as the
12 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
13 service charge (like it did with the Administrative Charge), Ms. Stern wants to be confident that
14 Verizon will include the amount of that service charge in the advertised and quoted service plan
15 price. Ms. Stern will be harmed if, in the future, she is left to guess as to whether Verizon's
16 representations are accurate and whether there are omissions of material facts regarding the
17 wireless service plans being advertised and represented to her.

18 **Plaintiff Edna Toy**

19 455. Plaintiff Edna Toy is, and at all relevant times has been, a citizen and resident of
20 Sacramento, California.

21 456. Ms. Toy has been a continuous Verizon postpaid wireless customer for over 20
22 years. She initially signed up for Verizon postpaid wireless service in a Verizon corporate-
23 owned store located in San Francisco, California. She signed up for a two-year service contract
24 for one line for herself. She also purchased a new phone along with the service contract, as part
25 of a bundle.

26 457. When Ms. Toy purchased her wireless service plan, Verizon prominently
27 advertised and quoted, to Ms. Toy and the public, that the plan would cost a particular monthly
28 price. Verizon did not disclose to Ms. Toy, at any time before or when she signed up, that

1 Verizon would or might later add an Administrative Charge on top of the advertised and
2 promised monthly price.

3 458. Verizon charged Ms. Toy an Administrative Charge since Verizon first began
4 sneaking the Administrative Charge into all of its postpaid wireless customers' bills September
5 2005. Ms. Toy did not receive notice or adequate notice that the Administrative Charge would
6 be charged or regarding the true nature or basis of the charge.

7 459. Verizon has continued to charge Ms. Toy an Administrative Charge every
8 month from September 2005 through the present.

9 460. During that time, Verizon has increased the amount of the Administrative
10 Charge charged to Ms. Toy several times. Until December 2015, the Administrative Charge
11 remained under a dollar per line each month. In December 2015, Verizon increased the
12 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
13 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
14 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
15 current amount as of this filing.

16 461. Through its imposition of the Administrative Charge, Verizon has for 17 years
17 charged Ms. Toy a higher price for her service plans each month than Verizon advertised and
18 that she was promised and expected to pay.

19 462. Ms. Toy has changed her Verizon service plan a few times over the years,
20 including adding a second line for her daughter around 10 years ago. When Ms. Toy has
21 changed or updated her Verizon plan, she has typically done so in a corporate-owned Verizon
22 store or on the telephone with Verizon customer service. Ms. Toy has also purchased several
23 mobile phones over the years for her Verizon account, either directly from Verizon at a
24 corporate-owned store or on the Verizon website, or at the Verizon kiosk at her local Costco.
25 Prior to 2014, Ms. Toy would commit to 2-year service contracts with Verizon each time she
26 purchased a mobile phone. Most recently, she purchased a Samsung Galaxy Note10 Plus phone
27 at Costco in November 2019. She entered into a 24-payment device installment plan for the
28 phone which was billed monthly to her Verizon account.

1 463. Each and every time that Ms. Toy changed her wireless service plan, Verizon
2 prominently advertised and quoted, to Ms. Toy and the public, a particular monthly price for
3 the wireless service plan, and did not disclose the Administrative Charge. The price that
4 Verizon quoted and stated to Ms. Toy did not include the Administrative Charge, nor did it
5 reflect the true total amount she would be charged each month (inclusive of the Administrative
6 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
7 increases to the Administrative Charge. Likewise, each time that Ms. Toy purchased a new
8 mobile phone from Verizon, at no point before or during the process was the Administrative
9 Charge disclosed to her.

10 464. Ms. Toy has always been enrolled in paper billing. Each month, Ms. Toy
11 receives a paper bill in the mail from Verizon. Ms. Toy then logs into her My Verizon account
12 on Verizon's website to pay her bill. As described in detail above, Verizon's paper bills do not
13 contain a line item or a listed amount for the Administrative Charge. Also as alleged above,
14 Verizon's electronic billing, the My Verizon online billing center and payment process, and the
15 full online PDF monthly billing statements are deliberately designed in a manner to hide and
16 disguise the Administrative Charge. Verizon's paper billing statements and electronic billing
17 process did not inform or adequately disclose to Ms. Toy that Verizon was adding an
18 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

19 465. Ms. Toy did not learn of the Administrative Charge's existence until it was
20 brought to her attention by her counsel in December 2021.

21 466. When Ms. Toy agreed to purchase her Verizon service plans, she was relying on
22 Verizon's prominent representations, in each instance, regarding the monthly price of the
23 service plans. Ms. Toy did not expect (and she was never told) that Verizon would actually
24 charge her a so-called Administrative Charge on top of the advertised service plan price or that
25 the true price of the services would include an additional Administrative Charge for each phone
26 line which Verizon could and would increase at its desire. That information would have been
27 material to her. Had she known that information she would not have been willing to pay as
28 much for her plans and would have acted differently.

1 467. Ms. Toy has a legal right to rely now, and in the future, on the truthfulness and
 2 accuracy of Verizon's representations and advertisements regarding its wireless service plan
 3 prices. Ms. Toy believes that she was given the services Verizon promised her—just not at the
 4 price Verizon promised and advertised to her.

5 468. Ms. Toy remains a Verizon postpaid wireless customer as of this filing.
 6 Ms. Toy desires to sign up for different Verizon postpaid wireless service plans and Verizon
 7 device installment plans in the future. However, Ms. Toy wants to be confident that the
 8 advertised and quoted price for Verizon's service plans is the true and full price for the services
 9 (i.e., that it includes all applicable discretionary monthly service charges such as the
 10 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
 11 service charge (like it did with the Administrative Charge), Ms. Toy wants to be confident that
 12 Verizon will include the amount of that service charge in the advertised and quoted service plan
 13 price. Ms. Toy will be harmed if, in the future, she is left to guess as to whether Verizon's
 14 representations are accurate and whether there are omissions of material facts regarding the
 15 wireless service plans being advertised and represented to her.

16 **Plaintiff Teresa Toy**

17 469. Plaintiff Teresa Toy is, and at all relevant times has been, a citizen and resident
 18 of San Bruno, California.

19 470. Ms. Toy has been a continuous Verizon postpaid wireless customer since in or
 20 around April 2005. She initially signed up for Verizon postpaid wireless service in a Verizon
 21 corporate-owned store located in San Bruno, California. She signed up for a two-year service
 22 contract for one line for herself. She also purchased a new phone along with the service
 23 contract, as part of a bundle.

24 471. When Ms. Toy purchased her wireless service plan, Verizon prominently
 25 advertised and quoted, to Ms. Toy and the public, that the plan would cost a particular monthly
 26 price. Verizon did not disclose to Ms. Toy, at any time before or when she signed up, that
 27 Verizon would or might later add an Administrative Charge on top of the advertised and
 28 promised monthly price.

1 472. Verizon began charging Ms. Toy an Administrative Charge in September 2005,
2 a few months after she first signed up. Ms. Toy did not receive notice or adequate notice that
3 the Administrative Charge would be charged or regarding the true nature or basis of the charge.

4 473. Verizon has continued to charge Ms. Toy an Administrative Charge every
5 month from September 2005 through the present.

6 474. During that time, Verizon has increased the amount of the Administrative
7 Charge charged to Ms. Toy several times. Until December 2015, the Administrative Charge
8 remained under a dollar per line each month. In December 2015, Verizon increased the
9 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
10 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
11 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
12 current amount as of this filing.

13 475. Through its imposition of the Administrative Charge, Verizon has for 16 years
14 charged Ms. Toy a higher price for her service plans each month than Verizon advertised and
15 that she was promised and expected to pay.

16 476. Ms. Toy has changed her Verizon service plan a few times over the years,
17 including adding two more lines for her children. Ms. Toy has also purchased several mobile
18 phones over the years for use with her Verizon account, typically from the Verizon kiosk at her
19 local Costco or from the Apple Store.

20 477. Prior to 2014, Ms. Toy would commit to 2-year service contracts with Verizon
21 each time she purchased a mobile phone. From 2014 up until a couple of years ago, each time
22 Ms. Toy purchased a new phone she entered into a 24-payment device installment plan with
23 Verizon to pay for the phone. However, a couple of years ago Verizon informed her that going
24 forward, in order to sign up for Verizon's device installment plans she would have to switch
25 her older wireless service plan to a newer Verizon "Unlimited" plan—which she did not want
26 to do. Thus, for the past couple of years, in order to keep her existing service plan, Ms. Toy has
27 paid upfront (without an installment plan) for all of her new phones at Costco or at the Apple
28 Store.

1 478. Each time that Ms. Toy changed her wireless service plan, Verizon prominently
2 advertised and quoted, to Ms. Toy and the public, a particular monthly price for the wireless
3 service plan, and did not disclose the Administrative Charge. The price that Verizon quoted and
4 stated to Ms. Toy did not include the Administrative Charge, nor did it reflect the true total
5 amount she would be charged each month (inclusive of the Administrative Charge). Nor did
6 Verizon disclose that the total price would or might increase as a result of increases to the
7 Administrative Charge. Likewise, each time that Ms. Toy purchased a new mobile phone
8 directly from Verizon or from Costco or from the Apple Store, at no point before or during the
9 Verizon-created process was the Administrative Charge disclosed to her.

10 479. For many years, Ms. Toy has been signed up for electronic billing, as Verizon
11 encouraged her to do. Each month, Ms. Toy receives an email notification from Verizon
12 informing her that her monthly service bill is ready and stating only the total dollar amount of
13 the bill. Up until about one year ago, Ms. Toy then paid her bill by logging into her My Verizon
14 account and submitting payment. Approximately one year ago, Ms. Toy signed up for Auto
15 Pay, as Verizon encouraged her to do.

16 480. As alleged above, Verizon's electronic billing, the My Verizon online billing
17 center and payment process, and the full online PDF monthly billing statements are deliberately
18 designed in a manner to hide and disguise the Administrative Charge.

19 481. Verizon's monthly electronic billing process and monthly statements did not
20 inform or adequately disclose to Ms. Toy that Verizon was adding an Administrative Charge to
21 her bill each month or disclose the true nature or basis of the charge.

22 482. Ms. Toy did not learn of the Administrative Charge's existence until it was
23 brought to her attention by her counsel in November 2021.

24 483. When Ms. Toy agreed to purchase her Verizon service plans, she was relying on
25 Verizon's prominent representations, in each instance, regarding the monthly price of the
26 service plans. Ms. Toy did not expect (and she was never told) that Verizon would actually
27 charge her a so-called Administrative Charge on top of the advertised service plan price or that
28 the true price of the services would include an additional Administrative Charge for each phone

1 line which Verizon could and would increase at its desire. That information would have been
2 material to her. Had she known that information she would not have been willing to pay as
3 much for her plans and would have acted differently.

4 484. Ms. Toy has a legal right to rely now, and in the future, on the truthfulness and
5 accuracy of Verizon's representations and advertisements regarding its wireless service plan
6 prices. Ms. Toy believes that she was given the services Verizon promised her—just not at the
7 price Verizon promised and advertised to her.

8 485. Ms. Toy remains a Verizon postpaid wireless customer as of this filing. Ms. Toy
9 does not have feasible options other than Verizon for good wireless service coverage in her
10 geographic area in San Bruno, California. Ms. Toy desires to sign up for different Verizon
11 postpaid wireless service plans in the future. However, Ms. Toy wants to be confident that the
12 advertised and quoted price for Verizon's service plans is the true and full price for the services
13 (i.e., that it includes all applicable discretionary monthly service charges such as the
14 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
15 service charge (like it did with the Administrative Charge), Ms. Toy wants to be confident that
16 Verizon will include the amount of that service charge in the advertised and quoted service plan
17 price. Ms. Toy will be harmed if, in the future, she is left to guess as to whether Verizon's
18 representations are accurate and whether there are omissions of material facts regarding the
19 wireless service plans being advertised and represented to her.

20 **Plaintiff Vanessa West**

21 486. Plaintiff Vanessa West is a citizen and resident of Woodland Hills, California.

22 487. Ms. West has had a postpaid account with Verizon since around 2014. Ms. West
23 initially signed up for Verizon postpaid wireless service in a Verizon corporate-owned store
24 located in California. At that time, she signed up for a two-year service contract for one line for
25 herself. In 2016, Ms. West and her husband (who was then her fiancé) together established a
26 new joint account with Verizon; Ms. West moved her existing Verizon phone line over to this
27 new account. Although the account was listed under her husband's name, Ms. West has always
28 been the person who managed and made payments on the Verizon account.

1 488. When Ms. West purchased her wireless service plan in 2014, and when she
2 transferred her phone line to the new joint account with her husband in 2016, Verizon
3 prominently advertised and quoted, to Ms. West and the public, that the plan would cost a
4 particular monthly price. Verizon did not disclose to Ms. West, at any time before or when she
5 signed up, that Verizon would or might later add an Administrative Charge on top of the
6 advertised and promised monthly price.

7 489. Verizon charged Ms. West an Administrative Charge since she first signed up
8 for Verizon service. Ms. West did not receive notice or adequate notice that the Administrative
9 Charge would be charged or regarding the true nature or basis of the charge.

10 490. Verizon has continued to charge Ms. West an Administrative Charge every
11 month from 2014 through the present.

12 491. During that time, Verizon has increased the amount of the Administrative
13 Charge charged to Ms. West several times. Until December 2015, the Administrative Charge
14 remained under a dollar per line each month. In December 2015, Verizon increased the
15 Administrative Charge from \$0.95 to \$1.23 per line each month. In August 2019, Verizon
16 raised the Administrative Charge to \$1.78 per line each month. In August 2020, Verizon once
17 again increased the Administrative Charge, this time to \$1.95 per line each month, which is the
18 current amount as of this filing.

19 492. Through its imposition of the Administrative Charge, Verizon has for over 7
20 years charged Ms. West a higher price for her service plans each month than Verizon
21 advertised and that she was promised and expected to pay.

22 493. Ms. West has changed her Verizon service plan a few times over the years,
23 including moving her phone line over to the new joint account with her husband in 2016.
24 Ms. West has also purchased several mobile phones over the years at Verizon corporate-owned
25 stores or from the Apple Store. Ms. West typically purchased new phones on 24-payment
26 device installment plans with Verizon, including the iPhone 8 she purchased for herself in 2017
27 at the Verizon corporate-owned store in Sherman Oaks, and the iPhone 13 she purchased for
28 her husband in or around September 2021 from the Apple Store.

1 494. Each time that Ms. West changed her wireless service plan, Verizon
2 prominently advertised and quoted, to Ms. West and the public, a particular monthly price for
3 the wireless service plan, and did not disclose the Administrative Charge. The price that
4 Verizon quoted and stated to Ms. West did not include the Administrative Charge, nor did it
5 reflect the true total amount she would be charged each month (inclusive of the Administrative
6 Charge). Nor did Verizon disclose that the total price would or might increase as a result of
7 increases to the Administrative Charge. Likewise, each time that Ms. West purchased a new
8 mobile phone directly from Verizon or from the Apple Store, at no point before or during the
9 Verizon-created process was the Administrative Charge disclosed to her.

10 495. Ms. West has been signed up for electronic billing and Auto Pay for many years,
11 as Verizon encouraged her to do. Through this billing process, Ms. West receives a monthly
12 Verizon billing email which states her bill total and informs her that her bill will be
13 automatically paid by the payment due date because she has Auto Pay. Verizon's Auto Pay
14 feature discourages customers from reviewing their monthly bill. Meanwhile, as alleged above,
15 Verizon's electronic billing, the My Verizon online billing center and payment process, and the
16 full online PDF monthly billing statements are deliberately designed in a manner to hide and
17 disguise the Administrative Charge. Verizon's monthly electronic billing process and monthly
18 statements did not inform or adequately disclose to Ms. West that Verizon was adding an
19 Administrative Charge to her bill each month or disclose the true nature or basis of the charge.

20 496. Ms. West did not learn of the Administrative Charge's existence until it was
21 brought to her attention by her counsel in November 2021.

22 497. When Ms. West agreed to purchase her Verizon service plans, she was relying
23 on Verizon's prominent representations, in each instance, regarding the monthly price of the
24 service plans. Ms. West did not expect (and she was never told) that Verizon would actually
25 charge her a so-called Administrative Charge on top of the advertised service plan price or that
26 the true price of the services would include an additional Administrative Charge for each phone
27 line which Verizon could and would increase at its desire. That information would have been
28 material to her. Had she known that information she would not have been willing to pay as

1 much for her plans and would have acted differently.

2 498. Ms. West has a legal right to rely now, and in the future, on the truthfulness and
3 accuracy of Verizon's representations and advertisements regarding its wireless service plan
4 prices. Ms. West believes that she was given the services Verizon promised her—just not at the
5 price Verizon promised and advertised to her.

6 499. Ms. West remains a Verizon postpaid wireless customer as of this filing.
7 Ms. West desires to sign up for different Verizon postpaid wireless service plans and Verizon
8 device installment plans in the future. However, Ms. West wants to be confident that the
9 advertised and quoted price for Verizon's service plans is the true and full price for the services
10 (i.e., that it includes all applicable discretionary monthly service charges such as the
11 Administrative Charge). And, if Verizon introduces any new or invented discretionary monthly
12 service charge (like it did with the Administrative Charge), Ms. West wants to be confident that
13 Verizon will include the amount of that service charge in the advertised and quoted service plan
14 price. Ms. West will be harmed if, in the future, she is left to guess as to whether Verizon's
15 representations are accurate and whether there are omissions of material facts regarding the
16 wireless service plans being advertised and represented to her.

17 **VI. CLASS ALLEGATIONS**

18 500. Plaintiffs bring this lawsuit on behalf of themselves, and all others similarly
19 situated, pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3).

20 501. Plaintiffs seek to represent the following Class:

21 **All individual consumers in California who currently subscribe**
22 **or formerly subscribed to a postpaid wireless service plan from**
23 **Verizon and were charged what Verizon labeled an**
“Administrative Charge” within the applicable statutes of
limitations.

24 502. *This Court should apply the discovery rule to extend any applicable limitations*
25 *period (and the corresponding class period) to the date on which Verizon first began charging*
26 *the Administrative Charge (which, based on the investigation of Plaintiffs' counsel, is*
27 *September 2005). The nature of Verizon's misconduct was non-obvious and intentionally*
28 *concealed from its subscribers. Verizon even designed its monthly billing statements to further*

its scheme and to prevent customers from realizing they were being overcharged. As a result of Verizon's intentional misconduct, omissions, and affirmative misrepresentations throughout the customer lifecycle, neither Plaintiffs nor the members of the Class could have, through the use of reasonable diligence, learned of the accrual of their claims against Verizon at an earlier time.

503. Specifically excluded from the Class are Verizon and any entities in which Verizon has a controlling interest, Verizon's agents and employees, the bench officers to whom this civil action is assigned, and the members of each bench officer's staff and immediate family.

504. **Numerosity.** The members of the Class are so numerous that joinder of all members would be impracticable. Plaintiffs do not know the exact number of Class members prior to discovery. However, there are at least one million Class members. The exact number and identities of Class members are contained in Verizon's records and can be easily ascertained from those records.

505. **Commonality and Predominance.** This action involves multiple common questions which are capable of generating class-wide answers that will drive the resolution of this case. These common questions predominate over any questions affecting individual Class members, if any. These common questions include, but are not limited to, the following:

- a. Whether Verizon employs a uniform policy of charging the Administrative Charge to its California customers;
- b. Whether Verizon adequately and accurately disclosed the existence of the Administrative Charge, its nature or basis, or its amount, to Plaintiffs and the Class;
- c. What is the nature or purpose of the Administrative Charge;
- d. Whether Verizon's descriptions of the Administrative Charge are false and/or misleading;
- e. Whether and to what extent the Administrative Charge is a surcharge imposed on subscribers to "cover the costs that are billed to us by federal, state or local governments,"
- f. Whether the Administrative Charge and the true price of Verizon's

1 postpaid wireless services are material information, such that a reasonable consumer would
 2 find that information important to the consumer's purchase decision;

3 g. Why does Verizon not include the amount of the Administrative Charge
 4 in the advertised and quoted service plan price;

5 h. Why does Verizon not disclose the existence or amount of the
 6 Administrative Charge when signing up consumers for its wireless service plans;

7 i. Why does Verizon not include the amount of the Administrative Charge
 8 in the total monthly service price quoted to consumers during the sign-up process for its
 9 wireless service plans;

10 j. Whether Verizon's policy and practice of advertising and quoting the
 11 monthly prices of its wireless service plans without including the amount of the Administrative
 12 Charge is false, deceptive, or misleading;

13 k. Whether a reasonable consumer is likely to be deceived by Verizon's
 14 conduct and omissions alleged herein;

15 l. Whether Verizon's misrepresentations and misconduct alleged herein
 16 violate California Civil Code § 1750 *et seq.* (CLRA), California Business & Professions Code §
 17 17500 *et seq.* (FAL), and California Business & Professions Code § 17200 *et seq.* (UCL); and

18 m. Whether Verizon has violated the covenant of good faith and fair
 19 dealing, implied in its form contracts with Plaintiffs and the Class, by imposing and increasing
 20 the Administrative Charge in the manner alleged herein.

21 506. **Typicality.** Plaintiffs' claims are typical of Class members' claims. Plaintiffs and
 22 Class members all sustained injury as a direct result of Verizon's standard practices and
 23 schemes, bring the same claims, and face the same potential defenses.

24 507. **Adequacy.** Plaintiffs and their counsel will fairly and adequately protect Class
 25 members' interests. Plaintiffs have no interests antagonistic to Class members' interests and are
 26 committed to representing the best interests of the Class. Moreover, Plaintiffs have retained
 27 counsel with considerable experience and success in prosecuting complex class action and
 28 consumer protection cases.

508. ***Superiority.*** A class action is superior to all other available methods for fairly and efficiently adjudicating this controversy. Each Class member's interests are small compared to the burden and expense required to litigate each of his or her claims individually, so it would be impractical and would not make economic sense for Class members to seek individual redress for Verizon's conduct. Individual litigation would add administrative burden on the courts, increasing the delay and expense to all parties and to the court system. Individual litigation would also create the potential for inconsistent or contradictory judgments regarding the same uniform conduct. A single adjudication would create economies of scale and comprehensive supervision by a single judge. Moreover, Plaintiffs do not anticipate any difficulties in managing a class action trial.

509. By its conduct and omissions alleged herein, Verizon has acted and refused to act on grounds that apply generally to the Class, such that final private injunctive relief and/or declaratory relief is appropriate respecting the Class as a whole.

510. Verizon is primarily engaged in the business of selling services. Each cause of action brought by Plaintiffs against Verizon in this Complaint arises from and is limited to statements or conduct by Verizon that consist of representations of fact about Verizon's business operations or services that is or was made for the purpose of obtaining approval for, promoting, or securing sales of or commercial transactions in, Verizon's services or the statement is or was made in the course of delivering Verizon's services. Each cause of action brought by Plaintiffs against Verizon in this Complaint arises from and is limited to statements or conduct by Verizon for which the intended audience is an actual or potential buyer or customer, or a person likely to repeat the statements to, or otherwise influence, an actual or potential buyer or customer.

CAUSES OF ACTION

COUNT I

Violation of the Consumers Legal Remedies Act ("CLRA") California Civil Code § 1750 *et seq.*

511. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

1 512. Each Plaintiff brings this claim in his or her individual capacity, in his or her
2 capacity as a private attorney general seeking the imposition of public injunctive relief to
3 protect the general public, and as a representative of the Class.

4 513. Defendants are each a “person,” as defined by Cal. Civ. Code § 1761(c).

5 514. Plaintiffs and Class members are each “consumers,” as defined by Cal. Civ.
6 Code §1761(d).

7 515. The wireless service plans that Verizon marketed and sold are “services,” as
8 defined as defined by Cal. Civ. Code § 1761(b).

9 516. The purchases of Verizon’s wireless service plans by Plaintiffs and Class
10 members are “transactions,” as defined by Cal. Civ. Code § 1761(e).

11 517. Plaintiffs and Class members purchased Verizon’s wireless service plans for
12 personal, family, and/or household purposes, as meant by Cal. Civ. Code § 1761(d).

13 518. Venue is proper under Cal. Civil Code § 1780(d) because a substantial portion
14 of the transactions at issue occurred in San Francisco County, which is within this federal
15 judicial district. Plaintiffs’ declarations establishing that this Court is a proper venue for this
16 action are attached hereto as **Exhibit A**.

17 519. By its conduct and omissions alleged herein, Verizon has committed unlawful
18 methods, acts or practices, including without limitation by:

19 a. Misrepresenting the prices of Verizon’s wireless service plans and
20 concealing the true prices of its wireless service plans;

21 b. Misrepresenting the prices of Verizon’s wireless service plans by
22 advertising or quoting prices that do not include the monthly Administrative Charge;

23 c. Failing to disclose the existence or amount of the Administrative Charge
24 when consumers sign up for Verizon’s wireless service plans;

25 d. Failing to *ever* adequately or accurately disclose the existence of the
26 Administrative Charge, its nature, or its amount to its subscribers;

27 e. Increasing the Administrative Charge on existing customers without
28 notice or adequate notice, including in the middle of promised fixed-rate customer contracts;

1 f. Misrepresenting the nature of the Administrative Charge, including by
 2 representing or indicating that the Administrative Charge is a tax, a charge imposed to recover
 3 costs billed to Verizon by the government, a pass-through government cost, a government or
 4 regulatory fee, or a charge over which Verizon has no control; and

5 g. Falsely stating on the customer bill that the Administrative Charge is a
 6 surcharge imposed to “cover the costs that are billed to us by federal, state or local
 7 governments.”

8 520. The unlawful methods, acts or practices alleged herein to have been undertaken
 9 by Verizon were all committed intentionally and knowingly. The unlawful methods, acts or
 10 practices alleged herein to have been undertaken by Verizon did not result from a bona fide
 11 error notwithstanding the use of reasonable procedures adopted to avoid such error.

12 521. Verizon’s conduct alleged herein has violated the CLRA in multiple respects,
 13 including, but not limited to, the following:

14 a. Verizon represented that its wireless service plans had characteristics
 15 that they did not have (Cal. Civ. Code § 1770(a)(5));

16 b. Verizon advertised its wireless service plans with an intent not to sell
 17 them as advertised (Cal. Civ. Code § 1770(a)(9));

18 c. Verizon misrepresented that its wireless service plans were supplied in
 19 accordance with previous representations when they were not (Cal. Civ. Code § 1770(a)(16));
 20 and

21 d. Verizon inserted unconscionable provisions in its consumer agreements,
 22 including, but not limited to, an arbitration clause which waives the right to seek public
 23 injunctive relief in any forum and which impairs the ability of customers to enforce their legal
 24 rights, in violation of California law (Cal. Civ. Code § 1770(a)(19)).

25 522. With respect to any omissions, Verizon at all relevant times had a duty to
 26 disclose the information in question because, inter alia: (a) Verizon had exclusive knowledge of
 27 material information that was not known to Plaintiffs and Class members; (b) Verizon
 28 concealed material information from Plaintiffs and Class members; and (c) Verizon made

1 partial representations, including regarding the monthly rate of its wireless service plans, which
2 were false and misleading absent the omitted information.

3 523. Verizon's misrepresentations deceive and have a tendency to deceive the general
4 public.

5 524. Verizon's misrepresentations are material, in that a reasonable person would
6 attach importance to the information and would be induced to act on the information in making
7 purchase decisions.

8 525. Plaintiffs and Class members reasonably relied on Verizon's material
9 misrepresentations, and would not have purchased, or would have paid less money for,
10 Verizon's wireless service plans had they known the truth.

11 526. As a direct and proximate result of Verizon's violations of the CLRA, Plaintiffs
12 and Class members have been damaged and have lost money or property in the amount of the
13 Administrative Charges they have been charged and paid. Moreover, Verizon continues to
14 charge Plaintiffs and Class members the Administrative Charge and may continue to increase
15 its service prices via increases to the Administrative Charge.

16 527. Verizon's conduct alleged herein caused substantial injury to Plaintiffs, Class
17 members, and the general public.

18 528. Verizon's conduct is ongoing and is likely to continue and recur absent a
19 permanent injunction. Accordingly, Plaintiffs seek an order enjoining Verizon from committing
20 such practices.

21 529. Plaintiffs lack an adequate remedy at law to prevent Verizon's continued
22 unlawful practices. Plaintiffs will be harmed in the future by their inability to rely on the
23 truthfulness and accuracy of Verizon's representations and advertisements regarding its
24 wireless service plan prices. Plaintiffs desire and intend to sign up for different Verizon
25 postpaid wireless service plans and Verizon device installment plans in the future. Plaintiffs
26 want to be confident that the advertised and quoted price for Verizon's service plans is the true
27 and full price for the services (i.e., that it includes all applicable discretionary monthly service
28 charges such as the Administrative Charge). And, if Verizon introduces any new or invented

1 discretionary monthly service charge (like it did with the Administrative Charge), Plaintiffs
2 want to be confident that Verizon will include the amount of that service charge in the
3 advertised and quoted service plan price. Plaintiffs will be harmed if, in the future, they are left
4 to guess as to whether Verizon's representations are accurate and whether there are omissions
5 of material facts regarding the wireless service plans being advertised and represented to them.

6 530. Monetary damages are not an adequate remedy at law for *future* harm for the
7 following reasons. First, damages are not an adequate remedy for future harm because they
8 will not prevent Verizon from continuing its unlawful conduct. Second, damages for future
9 harm cannot be calculated with certainty and thus cannot be awarded. For example, it is
10 impossible to know: (1) how many wireless service lines Plaintiffs may want or need in the
11 future (including for phones, computer tablets, or wireless hot spots); (2) what Verizon's future
12 per-line Administrative Charge will be (given that Verizon has increased the Administrative
13 Charge three times since 2015, doubling it from \$0.95 to \$1.95 thus far); or (3) how many
14 months Plaintiffs would continue to subscribe to Verizon but for the unlawful conduct. Because
15 these factors are unknown, damages are impossible to calculate and cannot be awarded for
16 future harm. Third, injunctive relief is necessary (and monetary damages do not provide a
17 plain, adequate and complete remedy) because, without forward-looking injunctive relief
18 enjoining the unlawful practices, the courts would be flooded with future lawsuits by the
19 general public, the Class members, and the Plaintiffs for future violations of the law by
20 Verizon.

21 531. Plaintiffs, on behalf of themselves and as private attorneys general, seek public
22 injunctive relief under the CLRA to protect the general public from Verizon's false
23 advertisements and omissions. Specifically, Plaintiffs seek a permanent public injunction
24 against Verizon under the CLRA as follows: (1) enjoin Verizon from falsely advertising the
25 prices of its wireless service plans to members of the general public; (2) enjoin Verizon from
26 advertising or quoting a wireless service plan price to members of the general public if that
27 price does not include applicable discretionary monthly service fees or charges such as the
28 Administrative Charge; and (3) enjoin Verizon from representing or stating to members of the

1 public that the Administrative Charge is a tax, a charge imposed to recover costs billed to
 2 Verizon by the government, a pass-through government cost, a government or regulatory fee,
 3 or a charge over which Verizon has no control.

4 532. In accordance with California Civil Code § 1782(a), Plaintiffs, through counsel,
 5 served Verizon with notice of its CLRA violations by USPS certified mail, return receipt
 6 requested, on November 3, 2021. Verizon refused to give any correction or remedy whatsoever
 7 to Plaintiffs for their CLRA violations. Accordingly, pursuant to Sections 1780 and 1782(b) of
 8 the CLRA, Plaintiffs and the Class are entitled to recover actual damages, attorneys' fees and
 9 costs, and any other relief the Court deems proper for Verizon's CLRA violations.

10 **COUNT II**
 11 **Violation of California's False Advertising Law**
California Business and Professions Code § 17500 *et seq.*

12 533. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged
 13 herein.

14 534. Each Plaintiff brings this claim in his or her individual capacity, in his or her
 15 capacity as a private attorney general seeking the imposition of public injunctive relief to
 16 protect the general public, and as a representative of the Class.

17 535. By its conduct alleged herein, Verizon has committed acts of untrue and
 18 misleading advertising, as defined by and in violation of California Business & Professions
 19 Code § 17500, *et seq.*, also known as California's False Advertising Law ("FAL"). These acts
 20 include but are not limited to:

21 a. Misrepresenting the prices of Verizon's wireless service plans and
 22 concealing the true prices of its wireless service plans in its advertising;

23 b. Misrepresenting the prices of Verizon's wireless service plans by
 24 advertising or quoting prices in its advertising that do not include the monthly Administrative
 25 Charge; and

26 c. Failing to disclose the existence or amount of the Administrative Charge
 27 in its advertising when consumers sign up for Verizon's wireless service plans.

28 536. Verizon committed such violations of the FAL with actual knowledge that its

1 advertising was misleading, or Verizon, in the exercise of reasonable care, should have known
2 that its advertising was misleading.

3 537. Verizon's misrepresentations deceive and have a tendency to deceive the general
4 public.

5 538. Verizon intentionally deceived Plaintiffs and Class members, and continues to
6 deceive the public.

7 539. Verizon's misrepresentations are material, in that a reasonable person would
8 attach importance to the information and would be induced to act on the information in making
9 purchase decisions.

10 540. Plaintiffs and Class members reasonably relied on Verizon's material
11 misrepresentations, and would not have purchased, or would have paid less money for,
12 Verizon's wireless service plans had they known the truth.

13 541. By its conduct and omissions alleged herein, Verizon received more money
14 from Plaintiffs and Class members than it should have received, including the excess
15 Administrative Charges that Verizon charged Plaintiffs and the Class on top of the advertised
16 prices for the service plans, and that money is subject to restitution.

17 542. By its conduct and omissions alleged herein, Verizon caused the demand for its
18 postpaid wireless service plans to be artificially increased and caused all customers of those
19 plans, including Plaintiffs and the Class, to pay premiums to Verizon.

20 543. As a direct and proximate result of Verizon's violations of the FAL, Plaintiffs
21 and Class members have been harmed and lost money.

22 544. Verizon's conduct has caused substantial injury to Plaintiffs, Class members,
23 and the general public.

24 545. Verizon's conduct is ongoing and is likely to continue and recur absent a
25 permanent injunction. Accordingly, Plaintiffs seek an order enjoining Verizon from committing
26 such practices.

27 546. Plaintiffs lack an adequate remedy at law to prevent Verizon's continued
28 unlawful practices. Plaintiffs will be harmed in the future by their inability to rely on the

1 truthfulness and accuracy of Verizon's representations and advertisements regarding its
2 wireless service plan prices. Plaintiffs desire and intend to sign up for different Verizon
3 postpaid wireless service plans and Verizon device installment plans in the future. Plaintiffs
4 want to be confident that the advertised and quoted price for Verizon's service plans is the true
5 and full price for the services (i.e., that it includes all applicable discretionary monthly service
6 charges such as the Administrative Charge). And, if Verizon introduces any new or invented
7 discretionary monthly service charge (like it did with the Administrative Charge), Plaintiffs
8 want to be confident that Verizon will include the amount of that service charge in the
9 advertised and quoted service plan price. Plaintiffs will be harmed if, in the future, they are left
10 to guess as to whether Verizon's representations are accurate and whether there are omissions
11 of material facts regarding the wireless service plans being advertised and represented to them.

12 547. Monetary damages are not an adequate remedy at law for *future* harm for the
13 following reasons. First, damages are not an adequate remedy for future harm because they
14 will not prevent Verizon from continuing its unlawful conduct. Second, damages for future
15 harm cannot be calculated with certainty and thus cannot be awarded. For example, it is
16 impossible to know: (1) how many wireless service lines Plaintiffs may want or need in the
17 future for various wireless devices; (2) what Verizon's future per-line Administrative Charge
18 will be (given that Verizon has increased the Administrative Charge three times since 2015,
19 doubling it from \$0.95 to \$1.95 thus far); or (3) how many months Plaintiffs would continue to
20 subscribe to Verizon but for the unlawful conduct. Because these factors are unknown,
21 damages are impossible to calculate and cannot be awarded for future harm. Third, injunctive
22 relief is necessary (and monetary damages do not provide a plain, adequate and complete
23 remedy) because, without forward-looking injunctive relief enjoining the unlawful practices,
24 the courts would be flooded with future lawsuits by the general public, the Class members, and
25 the Plaintiffs for future violations of the law by Verizon.

26 548. Plaintiffs, on behalf of themselves and as private attorneys general, seek public
27 injunctive relief under the FAL to protect the general public from Verizon's false advertising.
28 Specifically, Plaintiffs seek a permanent public injunction against Verizon under the FAL as

follows: (1) enjoin Verizon from falsely advertising the prices of its wireless service plans to members of the general public; (2) enjoin Verizon from advertising or quoting a wireless service plan price to members of the general public if that price does not include applicable discretionary monthly service fees or charges such as the Administrative Charge; and (3) enjoin Verizon from representing or stating to members of the public that the Administrative Charge is a tax, a charge imposed to recover costs billed to Verizon by the government, a pass-through government cost, a government or regulatory fee, or a charge over which Verizon has no control.

549. Plaintiffs seek an order granting restitution to Plaintiffs and Class members in an amount to be proven at trial. Plaintiffs further seek an award of attorneys' fees and costs under Cal. Code Civ. Proc. § 1021.5.

COUNT III
Violation of California's Unfair Competition Law
California Business and Professions Code § 17200 *et seq.*

550. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

551. Each Plaintiff brings this claim in his or her individual capacity, in his or her capacity as a private attorney general seeking the imposition of public injunctive relief to protect the general public, and as a representative of the Class.

552. California Business & Professions Code § 17200, *et seq.*, also known as California's Unfair Competition Law (UCL), prohibits any unfair, unlawful, or fraudulent business practice.

553. Verizon has violated the UCL by engaging in the following **unlawful** business acts and practices:

a. Making material misrepresentations in violation of Cal. Civ. Code §§ 1770(a)(5), (9) and (16) (the CLRA);

b. Inserting unconscionable provisions in its consumer agreements in violation of Cal. Civ. Code § 1770(a)(19) (the CLRA), including, but not limited to, an arbitration clause which waives the right to seek public injunctive relief in any forum and

1 which impairs the ability of customers to enforce their legal rights, in violation of California
2 law;

3 c. Making material misrepresentations in violation of Cal. Bus. & Prof.
4 Code § 17500 *et seq.* (the FAL); and

5 d. Engaging in deceit in violation of Cal Civ. Code §§ 1709–1710.

6 554. Verizon has violated the UCL by engaging in the following unfair and
7 fraudulent business acts and practices:

8 a. Misrepresenting the prices of Verizon’s wireless service plans and
9 concealing the true prices of its wireless service plans;

10 b. Misrepresenting the prices of Verizon’s wireless service plans by
11 advertising or quoting prices that do not include the monthly Administrative Charge;

12 c. Failing to disclose the existence or amount of the Administrative Charge
13 when consumers sign up for Verizon’s wireless service plans;

14 d. Failing to *ever* adequately or accurately disclose the existence of the
15 Administrative Charge, its nature, or its amount to its subscribers;

16 e. Increasing the Administrative Charge on existing customers without
17 notice or adequate notice, including in the middle of promised fixed-rate customer contracts;

18 f. Misrepresenting the nature of the Administrative Charge, including by
19 representing or indicating that the Administrative Charge is a tax, a charge imposed to recover
20 costs billed to Verizon by the government, a pass-through government cost, a government or
21 regulatory fee, or a charge over which Verizon has no control; and

22 g. Falsely stating on the customer bill that the Administrative Charge is a
23 surcharge imposed to “cover the costs that are billed to us by federal, state or local
24 governments.”

25 555. Verizon’s misrepresentations were likely to mislead reasonable consumers.

26 556. Verizon’s misrepresentations deceive and have a tendency to deceive the general
27 public.

28 557. Verizon’s misrepresentations are material, in that a reasonable person would

1 attach importance to the information and would be induced to act on the information in making
2 purchase decisions.

3 558. Verizon intentionally deceived Plaintiffs and Class members, and continues to
4 deceive the public.

5 559. Plaintiffs and Class members reasonably relied on Verizon's material
6 misrepresentations, and would not have purchased, or would have paid less money for,
7 Verizon's wireless service plans had they known the truth.

8 560. By its conduct alleged herein, Verizon received more money from Plaintiffs and
9 Class members than it should have received, including the excess Administrative Charges that
10 Verizon charged Plaintiffs and the Class on top of the advertised prices for the service plans,
11 and that money is subject to restitution.

12 561. As a direct and proximate result of Verizon's unfair, unlawful, and fraudulent
13 conduct, Plaintiffs and Class members lost money.

14 562. Verizon's conduct alleged herein is immoral, unethical, oppressive,
15 unscrupulous, unconscionable, and substantially injurious to Plaintiffs, Class members, and the
16 general public. Perpetrating a years-long scheme of misleading and overcharging customers is
17 immoral, unethical, and unscrupulous. Moreover, Verizon's conduct is oppressive and
18 substantially injurious to consumers. By its conduct alleged herein, Verizon has improperly
19 extracted hundreds of millions of dollars from the Class. There is no utility to Verizon's
20 conduct, and even if there were any utility, it would be significantly outweighed by the gravity
21 of the harm to consumers caused by Verizon's conduct alleged herein.

22 563. Verizon's conduct is ongoing and is likely to continue and recur absent a
23 permanent injunction. Accordingly, Plaintiffs seek an order enjoining Verizon from committing
24 such practices.

25 564. Plaintiffs lack an adequate remedy at law to prevent Verizon's continued
26 unlawful practices. Plaintiffs will be harmed in the future by their inability to rely on the
27 truthfulness and accuracy of Verizon's representations and advertisements regarding its
28 wireless service plan prices. Plaintiffs desire and intend to sign up for different Verizon

1 postpaid wireless service plans and Verizon device installment plans in the future. Plaintiffs
2 want to be confident that the advertised and quoted price for Verizon's service plans is the true
3 and full price for the services (i.e., that it includes all applicable discretionary monthly service
4 charges such as the Administrative Charge). And, if Verizon introduces any new or invented
5 discretionary monthly service charge (like it did with the Administrative Charge), Plaintiffs
6 want to be confident that Verizon will include the amount of that service charge in the
7 advertised and quoted service plan price. Plaintiffs will be harmed if, in the future, they are left
8 to guess as to whether Verizon's representations are accurate and whether there are omissions
9 of material facts regarding the wireless service plans being advertised and represented to them.

10 565. Monetary damages are not an adequate remedy at law for *future* harm for the
11 following reasons. First, damages are not an adequate remedy for future harm because they
12 will not prevent Verizon from continuing its unlawful conduct. Second, damages for future
13 harm cannot be calculated with certainty and thus cannot be awarded. For example, it is
14 impossible to know: (1) how many wireless service lines Plaintiffs may want or need in the
15 future for various wireless devices; (2) what Verizon's future per-line Administrative Charge
16 will be (given that Verizon has increased the Administrative Charge three times since 2015,
17 doubling it from \$0.95 to \$1.95 thus far); or (3) how many months Plaintiffs would continue to
18 subscribe to Verizon but for the unlawful conduct. Because these factors are unknown,
19 damages are impossible to calculate and cannot be awarded for future harm. Third, injunctive
20 relief is necessary (and monetary damages do not provide a plain, adequate and complete
21 remedy) because, without forward-looking injunctive relief enjoining the unlawful practices,
22 the courts would be flooded with future lawsuits by the general public, the Class members, and
23 the Plaintiffs for future violations of the law by Verizon.

24 566. Plaintiffs, on behalf of themselves and as private attorneys general, seek public
25 injunctive relief under the UCL to protect the general public from Verizon's false advertising.
26 Specifically, Plaintiffs seek a permanent public injunction against Verizon under the UCL as
27 follows: (1) enjoin Verizon from falsely advertising the prices of its wireless service plans to
28 members of the general public; (2) enjoin Verizon from advertising or quoting a wireless

1 service plan price to members of the general public if that price does not include applicable
 2 discretionary monthly service fees or charges such as the Administrative Charge; and (3) enjoin
 3 Verizon from representing or stating to members of the public that the Administrative Charge is
 4 a tax, a charge imposed to recover costs billed to Verizon by the government, a pass-through
 5 government cost, a government or regulatory fee, or a charge over which Verizon has no
 6 control.

7 567. Plaintiffs seek an order granting restitution to Plaintiffs and Class members in an
 8 amount to be proven at trial. Plaintiffs further seek an award of attorneys' fees and costs under
 9 Cal. Code Civ. Proc. § 1021.5.

10 **COUNT IV**

11 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

12 568. Plaintiffs reallege and incorporate by reference Paragraphs 1 through 510,
 13 inclusive, as though alleged in full in this Count.

14 569. Plaintiffs allege this cause of action in the alternative.

15 570. To the extent any applicable contract could be read as granting Verizon
 16 discretion to impose and/or increase the Administrative Charge—which Plaintiffs do not
 17 concede—that discretion is not unlimited, but rather is limited by the covenant of good faith
 18 and fair dealing implied in every contract by California law.

19 571. Verizon has violated the covenant of good faith and fair dealing by its conduct
 20 alleged herein.

21 572. Verizon has abused any discretion it purportedly had under any applicable
 22 contract to impose or increase the Administrative Charge. For example:

23 a. Verizon imposed and has increased the Administrative Charge as a
 24 covert way to increase customers' monthly rates without having to advertise such higher rates;

25 b. Verizon has increased the Administrative Charge to covertly and
 26 improperly squeeze additional cash from existing subscribers at Verizon's desire;

27 c. Verizon omits the Administrative Charge and its amount from the mailed
 28 paper version of the bill; and

1 d. On the full PDF version of the bill (which is only available online),
2 Verizon lists the Administrative Charge next to actual government costs and falsely describes
3 the Administrative Charge as a surcharge imposed to cover costs billed to Verizon by the
4 government.

5 573. Verizon meanwhile utilizes the activation fee, restocking fee, early termination
6 fee, and installment balloon payment as ways to penalize and discourage customers from freely
7 cancelling their services if they learn that Verizon has charged them more than promised for its
8 services via imposition of, and/or increases to, the Administrative Charge. And Verizon's
9 policies (including the cancellation/return periods and how they relate to the timing of the
10 billing statements) are deliberately and knowingly designed by Verizon to lock customers in if
11 and when they deduce that they are being charged more per month than promised.

12 574. Verizon's imposition and increasing of the Administrative Charges defied
13 customers' reasonable expectations, was objectively unreasonable, and frustrated the basic
14 terms of the parties' agreement. Verizon's conduct and actions alleged herein were done in bad
15 faith.

16 575. Verizon's conduct described herein has had the effect, and the purpose, of
17 denying Plaintiffs and Class members the full benefit of their bargains with Verizon.

18 576. Plaintiffs and the Class members have performed all, or substantially all, of the
19 obligations imposed on them under any applicable agreements with Verizon. There is no
20 legitimate excuse or defense for Verizon's conduct.

21 577. Any attempts by Verizon to defend its overcharging through reliance on
22 supposed contractual provisions will be without merit. Any such provisions are either
23 inapplicable or are unenforceable because they are void, illusory, lacking in mutuality, are
24 invalid exculpatory clauses, violate public policy, are procedurally and substantively
25 unconscionable, and are unenforceable in light of the deceptive and hidden nature of Verizon's
26 misconduct, among other reasons. Any such provisions, if any, would not excuse Verizon's
27 abuses of discretion or otherwise preclude Plaintiffs and the Class from recovering for breaches
28 of the covenant of good faith and fair dealing.

578. Plaintiffs and members of the Class sustained damages as a result of Verizon's breaches of the covenant of good faith and fair dealing. Plaintiffs seek damages in the amount of the Administrative Charges paid by Plaintiffs and the Class members.

PRAYER FOR RELIEF

Public Injunctive Relief:

A. In order to prevent injury to the general public, Plaintiffs individually, and as private attorneys general, request that the Court enter a public injunction against Verizon under the CLRA, FAL, and UCL as follows:

1. Permanently enjoin Verizon from falsely advertising the prices of its wireless service plans to members of the general public;

2. Permanently enjoin Verizon from advertising or quoting a wireless service plan price to members of the general public if that price does not include applicable discretionary monthly service fees or charges such as the Administrative Charge;

3. Permanently enjoin Verizon, including Verizon's sales and customer service agents, from representing or stating to members of the general public that the Administrative Charge is any of the following: (a) a tax; (b) a charge imposed to recover costs billed to Verizon by federal, state or local governments; (c) a pass-through government cost; (d) a government or regulatory fee; or (e) a charge over which Verizon has no control; and

4. Retain jurisdiction to monitor Verizon's compliance with the permanent public injunctive relief requested hereinabove.

Individual And Class Relief:

B. On behalf of themselves and the proposed Class, Plaintiffs request that the Court order relief and enter judgment against Verizon as follows:

1. Declare this action to be a proper class action, certify the proposed Class, and appoint Plaintiffs and their counsel to represent the Class;

2. Order that the discovery rule applies to extend any applicable limitations period (and the corresponding class period) to the date on which Verizon first began charging the Administrative Charge (which, based on the investigation of Plaintiffs' counsel, is

1 September 2005);

2 3. Order disgorgement and/or restitution, including, without limitation,
3 disgorgement of all revenues, profits and/or unjust enrichment that Verizon obtained, directly
4 or indirectly, from Plaintiffs and Class members as a result of the unlawful conduct alleged
5 herein;

6 4. Order Verizon to pay damages to Plaintiffs and the Class in the amount
7 they paid in Administrative Charges;

8 5. Order the following Private Injunctive Relief:

9 a. Order Verizon to adequately and accurately disclose to its
10 subscribers the existence of the Administrative Charge, its true nature or basis, and its amount,
11 including on all of Verizon's customer bills;

12 b. Permanently enjoin Verizon from misrepresenting the nature of
13 the Administrative Charge on its customer bills, including by: (a) stating it is a surcharge
14 imposed to "cover the costs that are billed to us by federal, state or local governments"; (b)
15 grouping the Administrative Charge on the bill together with actual government costs or taxes
16 billed to Verizon; and (c) failing to include the Administrative Charge or its amount in the
17 "Monthly charges and credits" section of the bill; and

18 6. Retain jurisdiction to monitor Verizon's compliance with the permanent
19 private injunctive relief requested hereinabove (Prayer, ¶ B(5)).

20 **Other Relief:**

21 C. On behalf of themselves and the proposed Class, and in their capacities as
22 private attorneys general, Plaintiffs request that the Court order relief as follows:

23 1. Order Verizon to pay attorneys' fees, costs, and pre-judgment and post-
24 judgment interest to the extent allowed by law; and

25 2. Grant such other relief as this Court deems just and proper.

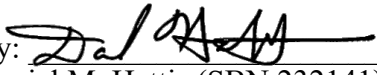
DEMAND FOR JURY TRIAL

Each Plaintiff, individually, as a private attorney general to protect the general public, and as a class representative on behalf of all others similarly situated, demands a trial by jury on all issues so triable.

DATED this 31st day of December, 2021.

Presented by:

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By: 

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**Pro hac vice application to be submitted.*